SUPREME COURT OF THE UNITED STATES.

No. ~~1830.~~ 59.

THE UNITED STATES, PLAINTIFF IN ERROR,

VERSUS

WALTER JONES, ADMINISTRATOR DE BONIS NON OF BENJAMIN G. ORR.

IN ERROR TO THE CIRCUIT COURT U. S. FOR THE COUNTY OF WASHINGTON, D. C.

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DISTRICT OF COLUMBIA, *sct.*

Style of court. At a circuit court of the District of Columbia, begun and held in and for the county of Washington, at the city of Washington, on the first Monday of May, being the second day of the same month, in the year of our Lord one thousand eight hundred and thirty-one, and of the independence of the United States the fifty-fifth:

Present:

The honorable WILLIAM CRANCH, *Chief Judge.*
BUCKNER THRUSTON, and JAMES S. MORSELL, *Assistant Judges.*
HENRY ASHTON, Esquire, *Marshal.*
WILLIAM BRENT, *Clerk.*

In the record of proceedings of the same court, among others are the following, to wit:

THE UNITED STATES,

Parties. *vs.*

WALTER JONES, administrator de bonis non of BENJ. G. ORR.

Be it remembered, that heretofore, to wit, on the sixth day of April, in the year of our Lord one thousand eight hundred and twenty-one, the said United States, by Thomas Swann, esquire, their attorney, prosecuted and sued forth out of the circuit court here the United States' writ of capias ad respondendum, directed to the marshal of the District of Columbia, in the words and of the tenor following, to wit:

DISTRICT OF COLUMBIA, *to wit:*

Capias ad respondendum. The United States of America to the marshal of the District of Columbia, greeting:

We command you that you take Benjamin G. Orr, late of Washington county, if he shall be found within the county of Washington, in your said District, and him safely keep, so that you have his body before the circuit court of the District of Columbia, to be held for the county aforesaid, at the city of Washington, on the second Monday of April next, to answer unto the United States of America of a plea that he render unto the said United States thirty-five thousand dollars lawful money of the said United States, which to them he owes, and from them unjustly detains, &c.

Hereof fail not at your peril, and have you then and there this writ.

Witness, Wm. Cranch, esquire, chief judge of our said court, at the city of Washington, the 25th day of January, Anno Domini one thousand eight hundred and twenty-one.

Issued the 6th day of April, 1821.

WM. BRENT, *Clk.*

And the said United States, by their attorney aforesaid, on the day of prosecuting and suing forth of the aforesaid writ, declared against the said Benjamin G. Orr, in the plea aforesaid, in form following, to wit:

WASHINGTON COUNTY, *to wit:*

Benjamin G. Orr, late of the county aforesaid, was summoned to

answer the United States of America of a plea that he render to the said United States thirty-five thousand dollars, lawful money of the said United States, which to them he owes and from them unjustly detains; and wherefore, the said United States, by Thomas Swann, their attorney, complain—That, whereas, the said Benjamin, on the ninth day of February, in the year of our Lord one thousand eight hundred and eighteen, at the county aforesaid, by his certain writing obligatory, sealed with his seal, and to the court now here shown, the date whereof is on the same day and year aforesaid, did acknowledge himself to be held and firmly bound to the said United States in the said sum of thirty-five thousand dollars, lawful money of the said United States, to be paid to the said United States when the said Benjamin should be thereunto afterwards required.

Nar.

Nevertheless, the said Benjamin, although often required, the said sum of money to the said United States hath not paid, but the same to them to pay hath altogether refused, and still doth refuse, to the damage of the said United States of thirty-five thousand dollars.

SWANN, *for the United States.*

J. Doe, } *pledges of prosecution.*
R. Roe, }

A copy of which said declaration was made and sent with the writ to the marshal of the District aforesaid, thereon endorsed, "to be served on the defendant with the writ."

At which said second Monday of April, in the year of our Lord one thousand eight hundred and twenty-one, being the day of the return of the aforegoing writ, come into the circuit court here the said United States by their attorney aforesaid; and the marshal of the District aforesaid, to wit, Tench Ringgold, esquire, to whom the said aforegoing writ was in form aforesaid directed, makes return thereof to the court here, thus endorsed, to wit: "Cepi, copy nar. left—T. Ringgold, marshal."

April term, 1821.

Return of writ.

Appearance of defendant.

And the said Benjamin G. Orr being called, appears in court here, by Walter Jones, esquire, his attorney; and, thereupon, on motion of the United States, by their attorney aforesaid, it is ruled by the court here that the said Benjamin G. Orr answer to the declaration aforesaid of the United States, in the plea aforesaid, or judgment by the court here will be entered against him in default thereof; and the said Benjamin G. Orr, by his attorney aforesaid, defends the force and injury, when and so forth, and prays leave of the court here to imparle until the first Monday of October next, and then to answer to the declaration aforesaid of the said United States in the plea aforesaid, and to him it is granted: the same day is given to the said United States also.

Rule, plea, and imparlance.

October term, 1821.

At which said first Monday of October, in the year of our Lord one thousand eight hundred and twenty-one, to which said day the said Benjamin G. Orr had leave to imparle, and then to answer to the declaration aforesaid of the said United States in the plea aforesaid, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Benjamin G. Orr, by his attorney aforesaid, as before, defends the force and injury, when and so forth, and prays leave of the court here further to imparle until the second Monday of April next, and

Appearance of parties, and further imparlance.

then to answer to the declaration aforesaid of the said United States in the plea aforesaid, and to him it is granted: the same day is given to the said United States also.

April term, 1822.

At which said second Monday of April, in the year of our Lord one thousand eight hundred and twenty-two, to which said day the said Benjamin G. Orr had leave further to imparle, and then to answer to the declaration aforesaid of the said United States in the plea aforesaid, come again into the circuit court here the said United States, by their attorney aforesaid, and the said Benjamin G. Orr doth not come; and the said United States, by their attorney aforesaid, suggest to the court here that, after the last continuance of the plea aforesaid, and before this day, the said Benjamin G. Orr departed this life, and the same is not denied; whereupon, on motion of the said United States, by their attorney aforesaid, it is ordered by the court here that a summons be forthwith issued, returnable to the first Monday of October next, directed to a certain Elizabeth Orr, late of the county aforesaid, administratrix of all and singular the goods and chattels, rights and credits, which were of the said Benjamin G. Orr at the time of his death, commanding the said Elizabeth Orr to be and appear before the circuit court here on the said first Monday of October next, to defend the action aforesaid, according to the act of assembly in such case made and provided; and such summons accordingly issues, and the same day is given to the said United States, then and there, &c.

Appearance of plaintiffs, and defendant's death suggested.

Summons ordered for administratrix.

October term, 1822.

At which said first Monday of October, in the year our Lord one thousand eight hundred and twenty-two, come again into the circuit court here, the said United States, by their attorney aforesaid, and the marshal of the district aforesaid makes return of the said summons to the court here, thus endorsed, to wit, "summoned, T. Ringgold, marshal;" and the said Elizabeth Orr, in pursuance of such summons, by Walter Jones, esquire, her attorney, comes also into court here, and defends the force and injury, when and so forth, and prays leave of the court here to imparle until the second Monday of April next, and then to answer to the declaration aforesaid of the said United States, in the plea aforesaid, and to her it is granted: the same day is given to the said United States, also.

Return of summons.

Appearance of Elizabeth Orr, administratrix.

April term, 1823.

At which said second Monday of April, in the year of our Lord one thousand eight hundred and twenty-three, to which said day the said Elizabeth Orr, administratrix as aforesaid, had leave to imparle, and then to answer to the declaration aforesaid of the said United States in the plea aforesaid, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Elizabeth Orr, administratrix as aforesaid, by her attorney aforesaid; and thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here, is continued until the first Monday of October next.

Appearance of parties, and continuance.

October term, 1823.

At which said first Monday of October, in the year of our Lord one thousand eight hundred and twenty-three, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Elizabeth Orr, admin-

Appearance of parties, and continuance.

istratrix as aforesaid, by her attorney aforesaid; and thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, it is further continued until the second Monday of April next.

April term, 1824.

At which said second Monday of April, in the year of our Lord one thousand eight hundred and twenty-four, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Elizabeth Orr, administratrix as aforesaid, by her attorney aforesaid; and thereupon

Appearance of parties, and continuance.

further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, is further continued until the third Monday of December next.

December term, 1824.

At which said third Monday of December, in the year of our Lord one thousand eight hundred and twenty-four, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Elizabeth Orr, administratrix as aforesaid, by her attorney aforesaid; and thereupon

Appearance of parties, and continuance.

further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys, and by order of the court here thereon, is further continued until the first Monday of May next.

May term, 1825.

At which said first Monday of May, in the year of our Lord one thousand eight hundred and twenty-five, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Elizabeth Orr, administratrix as aforesaid, by her attorney aforesaid; and thereupon

Appearance of parties, and continuance.

further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, is further continued until the third Monday of December next.

December term, 1825.

At which said third Monday of December, in the year of our Lord one thousand eight hundred and twenty-five, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Elizabeth Orr, administratrix as aforesaid, by her attorney aforesaid; and thereupon

Appearance of parties, and continuance.

further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, is further continued until the first Monday of May next.

May term, 1826.

At which said first Monday of May, in the year of our Lord one thousand eight hundred and twenty-six, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Elizabeth Orr, administratrix as aforesaid, by her attorney aforesaid; and thereupon

Appearance of parties, and continuance.

further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court thereon, is further continued until the first Monday of December next.

December term, 1826.

At which said first Monday of December, in the year of our Lord one thousand eight hundred and twenty-six, come

Appearance of parties, and continuance.

again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Elizabeth Orr, administratrix as aforesaid, by her attorney aforesaid; and thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, is further continued until the first Monday of May next.

May term, 1827.

At which said first Monday of May, in the year of our Lord one thousand eight hundred and twenty-seven, come again into the circuit court here, the said United States, by their attorney aforesaid; and the said Elizabeth Orr, administratrix as aforesaid, doth not come; and the said United States, by their attorney aforesaid, suggest to the court, that, after the last continuance of the plea aforesaid, and before this time, the said Elizabeth Orr, administratrix as aforesaid, departed this life, and the same is not denied; whereupon, on motion of the said United States, by their attorney aforesaid, it is ordered by the court here that a summons be forthwith issued, returnable to the next term, directed to a certain Walter Jones, administrator de bonis non of the said Benjamin G. Orr, commanding the said Walter Jones to be and appear before the circuit court here on the first Monday of December next, to defend the action aforesaid: and such summons issues accordingly; and the same day is given to the said United States, then and there, &c.

Appearance of plaintiffs, and Elizabeth Orr's death suggested.

Summons ordered for administrator de bonis non.

December term, 1827.

At which said first Monday of December, in the year of our Lord one thousand eight hundred and twenty-seven, come again into the circuit court here, the said United States, by their attorney aforesaid, and the said Walter Jones, the administrator de bonis non, doth not come; whereupon, on motion of the United States, by their attorney aforesaid, it is again ordered by the court here, that a summons be issued, returnable to the next term, directed to the said Walter Jones, administrator de bonis non as aforesaid, commanding the said Walter Jones to be and appear before the circuit court here, on the first Monday of May next, to defend the action aforesaid; and such summons issues accordingly; and the same day is given to the said United States, then and there, &c.

Appearance of plaintiffs, and summons again ordered for administrator de bonis non.

May term, 1828.

At which said first Monday of May, in the year of our Lord one thousand eight hundred and twenty-eight, come again into the circuit court here, the said United States, by their attorney aforesaid, and the said Walter Jones, the administrator de bonis non, doth not come; whereupon, on motion of the said United States, by their attorney aforesaid, it is again ordered by the court here, that a summons be issued, returnable to the next term, directed to the said Walter Jones, administrator de bonis non as aforesaid, commanding the said Walter Jones to be and appear before the circuit court here, on the first Monday of December next, to defend the action aforesaid; and such summons issues accordingly; and the same day is given to the said United States, then and there, &c.

Appearance of plaintiffs, and summons again ordered for administrator de bonis non.

December term, 1828.

At which said first Monday of December, in the year of our Lord one thousand eight hundred and twenty-eight, come

Appearance of plaintiffs, and summons again ordered for the administrator de bonis non.

again into the circuit court here, the said United States, by their attorney aforesaid, and the said Walter Jones, the administrator de bonis non, doth not come; whereupon, on motion of the said United States, by their attorney aforesaid, it is again ordered by the court here, that a summons be issued, returnable to the next term, directed to the said Walter Jones, administrator de bonis non as aforesaid, commanding the said Walter Jones to be and appear before the circuit court here, on the first Monday of May next, to defend the action aforesaid; and such summons accordingly issues; and the same day is given to the said United States, then and there, &c.

May term, 1829.

Appearance of plaintiffs, and summons again ordered for the administrator de bonis non.

At which said first Monday of May, in the year of our Lord one thousand eight hundred and twenty-nine, come again into the circuit court here the said United States, by their attorney aforesaid, and the said Walter Jones, the administrator de bonis non, doth not come; whereupon, on motion of the said United States, by their attorney aforesaid, it is again ordered by the court here, that a summons be issued, returnable to the next term, directed to the said Walter Jones, administrator de bonis non as aforesaid, commanding the said Walter Jones to be and appear before the circuit court here, on the first Monday of December next, to defend the action aforesaid; and such summons accordingly issues; and the same day is given to the said United States, then and there, &c.

December term, 1829.

Appearance of plaintiffs and administrator de bonis non.

At which said first Monday of December, in the year of our Lord one thousand eight hundred and twenty-nine, come again into the circuit court here, the said United States, by their attorney aforesaid; and now here also comes the said Walter Jones, administrator de bonis non as aforesaid of the said Benjamin G. Orr, by his attorney, in pursuance of the said summons. Whereupon, the said United States, by their attorney aforesaid, assign for breaches of the condition of the bond in the declaration mentioned, these matters, viz.

Assignment of breaches.

That the said Benjamin G. Orr, in the said condition mentioned, did not well and truly perform and fulfil the covenants and agreements comprised and mentioned in the articles of agreement referred to in the said condition of the said writing obligatory, but broke the said covenants and agreements in the following instances, to wit:

That, although the said United States did advance and furnish to the said Benjamin G. Orr divers large sums of money, at divers times, on account of, and to enable the said Benjamin to carry into effect the said articles o agreement, that is to say, on the 19th of February, 1818, the sum of $55,000; on the 6th of March, in the same year, $15,000; and the 2d of July, in the same year, the further sum of $10,000: yet the said Benjamin failed to furnish and to supply to the United States the rations which were required to be furnished by him under the articles of agreement aforesaid, or in any manner to account with the said United States for the said sums of money so advanced and furnished to him as aforesaid. And the said United States, for further breaches of the said articles, do further say, that, by reason of the said failure of the said Benjamin G. Orr to furnish and supply to the said United States the rations aforesaid, the said United

States were exposed to great inconvenience, and to great and heavy losses, and were compelled, and did, in fact, advance, on the 19th of October, 1818, for the supply of the troops of the United States at Fort Gaines, the sum of $2,633 12; and did advance, on the November, 1818, for the supply of the troops of the United States at Fernandina, the sum of $1,025, for the purchase of one hundred barrels of flour; and did advance, on the day of December, 1817, to O. W. Callis, agent of the said Benjamin G. Orr, for the purpose of supplying the troops of the United States at Fort Hawkins, the further sum of $2,000; and did advance, on the 12th of May, 1819, the further sum of $1,765, for the supply of the troops of the United States at Fort Gadsden; and did advance, on the 1st of March, 1819, for the supply of the troops of the United States at Fernandina, the further sum of $1,956; and did advance, on the 1st day of March, 1819, the further sum of $750; and on the 6th day of March, in the same year, the sum of $506 25; and, on the 20th March, in the same year, the sum of $253 50, for the supply of the troops of the United States at Fort Gaines; and did advance, on the 13th day of July, 1819, for the supply of the troops of the United States at Fort Gaines, the sum of $1,050; and did advance, on the 20th day of July, 1819, for the supply of the troops of the United States at Augusta, in Georgia, the sum of $236 70; and did advance, on the 7th day of August, 1819, for the supply of the troops of the United States at Savannah, in Georgia, the sum of $4,876 17; and did advance, on the 11th day of August, in the same year, for the supply of the troops of the United States at Savannah aforesaid, the sum of $377 23; and did advance, on the 27th day of December, in the year 1818, for the supply of the troops at Fort Hawkins, the sum of $3,415 78; and did advance, on the 21st day of April, 1820, for the supply of the troops of the United States at Forts Scott and Gadsden, the sum of $570; and did advance, on the 10th of March, 1819, for the supply of the troops of the United States at Amelia Island, the sum of $714 88; and did advance, on the 28th December, 1818, for the supply of the troops of the United States at Amelia Island, the sum of $305 39; and did advance, on the 15th of April, 1819, for the supply of the troops of the United States at Philadelphia, the sum of $242; and did advance, on the 28th of February, 10th of March, 23d of March, and 1st of April, 1819, for the supply of the troops of the United States at Fort Scott, the sum of $2,654 13; and did advance, on the day of March, 1819, for the supply of the troops of the United States at Fernandina, the sum of $123 70; and did advance, on the day of May, 1819, for the supply of the troops of the United States at Trader's Hill, in the State of Georgia, the sum of $1,502 04.

And the said United States do further allege and charge, that the accounts of the said Benjamin G. Orr, in relation to the contract aforesaid, have been duly settled by the accounting officers of the Government of the United States; and upon the said settlement, there was found to be due from the said Benjamin G. Orr to the said United States, the sum of $48,308 $\frac{44}{100}$; and the said Benjamin had notice thereof: yet the said Benjamin altogether failed to pay to the said United States the said sum of money, or any part thereof, and the same remains still due and unpaid to the said United States, and this the said United States are ready to verify, &c.

THO. SWANN, *Att'y U. S.*

Plea.

Oyer of obligation prayed.

And the said defendant comes and defends the wrong and injury, when, &c.; and prays oyer of the writing obligatory in the declaration mentioned; and it is read to him in these words, to wit:

Oyer of obligation.

"Know all men by these presents, that we, Benjamin G. Orr, of the city of Washington, Walter Jones, and Thomas Dougherty, of the same place, are held and firmly bound unto the United States of America, in the sum of thirty-five thousand dollars lawful money of the United States, to be paid to the said United States; for which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, for and in the whole, jointly and severally, firmly by these presents. Sealed with our seals, dated the ninth day of February, in the year of our Lord one thousand eight hundred and eighteen, and in the forty-second year of the independence of the said States."

Oyer of condition prayed.

And the said defendant also prays oyer of the condition of the said writing obligatory; and it is read to him in these words, to wit:

Oyer of condition.

"The condition of this obligation is such, that, if the above bounden Benjamin G. Orr, his heirs, executors, or administrators, or any of them, shall and do in all things, well and truly observe, perform and fulfil, accomplish and keep, all and singular the covenants, conditions, and agreements, whatsoever, which, on the part and behalf of the said Benjamin G. Orr, his heirs, executors, or administrators, are or ought to be observed, performed, fulfilled, accomplished, and kept, comprised or mentioned in certain articles of agreement or contract, bearing date the ninth day of February, one thousand eight hundred and eighteen, made between John C. Calhoun, Secretary of War, and the said Benjamin G. Orr, concerning the supply of rations to the troops of the United States within the State of Georgia, including that part of the Creeks' land lying within the territorial limits of said State, according to the true intent, meaning, and purport, of the said articles of agreement or contract, then the above obligation to be void; otherwise, to remain in full force and virtue."

Oyer of articles of agreement prayed.

And the said defendant also prays oyer of the articles of agreement referred to in said condition, and the same is read to him in these words, to wit:

Articles of agreement.

"Articles of agreement, made the ninth day of February, Anno Domini one thousand eight hundred and nineteen, between John C. Calhoun, Secretary for the Department of War of the United States of America, of the one part, and Benjamin G. Orr, of the city of Washington, of the other part.

This agreement witnesseth, that the said John C. Calhoun, for and on behalf of the United States of America, and the said Benjamin G. Orr, his heirs, executors, and administrators, have mutually covenanted and agreed, and by these presents do mutually covenant and agree, to and with each other, as follows, viz.

First. That the said Benjamin G. Orr, his heirs, executors, or administrators, shall supply and issue all the rations, to consist of the articles hereinafter specified, that shall be required of him or them, for the use of the United States, at all and every place or places where troops are or may be stationed, marched, or recruited, within the limits of the State of Georgia, including that part of the Creeks' land lying within the territorial limits of said State, thirty days' notice being given of the post or place where rations may be wanted, or the number of troops to be furnished on their march, from the first day of June, 1818, until the 31st day of May, 1819,

inclusive, at the following prices, that is to say: For every complete ration issued at Point Peter, on the St. Mary's river, the price thereof shall be twenty-two cents. At Tybee barracks, Fort Hawkins, Fort Scott, and at all other places where troops are or may be stationed, marched, or recruited, within the State of Georgia, including that part of the Creeks' land lying within the territorial limits of said State, the price thereof shall be twenty-six cents.

When the price of the ration is twenty-two cents, the price of the component parts thereof shall be, for bread or flour, eight cents; meat, seven cents; liquor, six cents; small parts, one cent.

Where the price of the ration is twenty-six cents, the price of the component parts thereof shall be, for bread or flour, nine cents five mills; meat, nine cents; liquor, six cents five mills; small parts, one cent. The prices of the component parts of the small parts of each ration shall be fifteen cents per pound for candles; ten cents per pound for soap; five cents per quart for vinegar; and eight cents seven and a half mills per quart for salt.

Second. That the ration to be furnished and delivered by virtue of this contract shall consist of the following articles, viz. one pound and a quarter of beef, or three quarters of a pound of pork; eighteen ounces of bread or flour; one gill of rum, whiskey, or brandy; and at the rate of two quarts of salt, four quarts of vinegar, four pounds of soap, and one pound and a half of candles, to every one hundred rations.

It is understood, that it shall be at the option of the general, or officer commanding an army or a military department, in all cases not otherwise provided for by this contract, to direct when, and how often, fresh and salt meat shall be issued, by general orders, to be promulgated a reasonable time before the issue is to commence; that the contractor shall always issue flour two days in every week; and the option of bread or flour, for the remainder of the week, be with the contractor.

Third. That supplies shall be furnished by the said Benjamin G. Orr, his heirs, executors, or administrators, at the fortified places and military posts that are or may be established in the limits aforesaid, upon the requisition of the commandant of the army or a post, in such quantities as shall not exceed what is sufficient for the troops to be there stationed for the space of three months, in advance, in good wholesome provisions, consisting of due proportions of all the articles forming the ration.

It is understood, that, if the contractor shall be required to deposite provisions at one place or post, and shall afterwards be required to move them, to be delivered at another place or post, the expenses of transportation to such other place or post shall be borne by the United States. It is also understood, that all supplies are to be originally delivered at the posts where they may be required, without expense to the United States.

Fourth. That whenever, and as often as the provisions stipulated to be furnished under this contract, shall, in the opinion of the commanding officer of the post or place where they are offered, be unsound, unfit for use, or of an unmerchantable quality, a survey shall be held thereon, by two disinterested persons, one to be chosen by the commanding officer, and the other by the said Benjamin G. Orr, or his agent, and, in case of disagreement, a third person, to be chosen by mutual consent, who shall have power to condemn such part of the provisions as to them may appear unfit for use. But if the said Benjamin G. Orr or his agent, shall fail or neglect

to appoint a person to inspect the said provisions, after reasonable notice in writing, it shall be permitted to the said commanding officer to appoint such persons as he may think proper to inspect the provisions, under oath, with power to condemn as aforesaid. And all provisions condemned by such survey or inspection may be destroyed by the commanding officer.

Fifth. That the commanding general, or person appointed by him, at each post or place, in case of absolute failure or deficiency in the quantity of provisions contracted to be delivered and issued, shall have power to supply the deficiency by purchase, at the risk and on account of the said Benjamin G. Orr, his heirs, executors, or administrators.

Sixth. That all losses sustained by the depredations of an enemy, or by means of the troops of the United States, in articles intended to compose rations, to be issued under this contract, being the property of the contractor, as well as in other property necessarily used in transporting the same, shall be paid for at the contract price of the rations, or the component parts, and at an appraised value of the other articles, on the deposition of one or more creditable characters, and the certificate of a commissioned officer, when the same can be obtained, ascertaining the circumstances of the loss, and the amount of the articles for which compensation is claimed.

Seventh. That escorts and guards for the safety of the provisions, and for the protecting of the cattle against an enemy, shall be furnished whenever, in the opinion of the commanding officer of the army or of any post, to whom application may be made, the same can be done without prejudice to the service, and that the said Benjamin G. Orr, his heirs, executors, or administrators, shall not be answerable for any deficiency of supplies, at any of the said posts or places, if it shall appear, upon satisfactory proof, that such deficiency was occasioned by the want of proper escorts and guards.

Eighth. That, at all stationary posts, proper store-houses shall be provided on behalf of the public for the reception and safe-keeping of the provisions deposited from time to time at such posts respectively, and the contractor shall suffer no loss for want of such stores.

Ninth. That the said Benjamin G. Orr, his heirs, executors, or administrators, shall render his or their accounts to the accountant of the Department of War for settlement, at least once in every three months, agreeably to such form as, by the said accountant, may be established, and made known to him or them.

Tenth. That all such advances of money as may be made to the said Benjamin G. Orr, his heirs, executors, or administrators, for and on account of the supplies to be furnished pursuant to this contract, and all such sums of money as the commanding officer of the troops or recruits, that are or may be within the limits aforesaid, may cause to be disbursed, in order to procure supplies, in consequence of any failure on the part of the said Benjamin G. Orr, his heirs, executors, or administrators, in complying with the requisitions herein contained, shall be duly accounted for by him or them, by way of off-set against the amount of such supplies, and the surplus, if any, repaid to the United States immediately after the expiration of the term of this contract, together with an interest at the rate of six per centum per annum from the time of such expiration until the same shall be actually repaid. And that if any balance shall, on any settlement of the accounts of the said Benjamin G. Orr, his heirs, executors, or administrators, be found to be due to him or them, for or on account of the rations which shall be

supplied pursuant to this agreement, the same shall immediately be paid. And that no unreasonable or unnecessary delay, on the part of the officers of the United States, shall be given to the settlement of the accounts of the said Benjamin G. Orr, his heirs, executors or administrators. Provided, however, that no member of Congress shall be admitted to any share or part of this contract, or to any benefit to arise therefrom.

In witness whereof, the said Secretary of War, for and on behalf of the United States, hath hereunto subscribed his name, and affixed the seal of the War Office of the United States; and the said Benjamin G. Orr hath hereunto set his hand and seal the day and year first above written.

[SEAL OF THE WAR DEP'T.]

(Signed) BENJ. G. ORR. [SEAL.]

Signed, sealed, and delivered, in the presence of
WILLIAM LAMBERT,
JACO. LAUB,
} *Witnesses to the signing of B. G. Orr.*

Performance. All which being read and heard, the defendant says the plaintiffs ought not to have or maintain their action aforesaid against him, because he says that the said Orr, in the said condition mentioned, did well and truly perform the said condition, in all things on his part and behalf to be done and performed, according to the tenor and effect, true intent and meaning of the said condition, and this he is ready to verify; wherefore he prays judgment, &c. &c.

Replication. And the said plaintiffs say that they ought not to be precluded from having and maintaining their action aforesaid against the said Benjamin, now deceased, by any thing alleged by the said defendant in his plea aforesaid; because they say that the said Benjamin, in the said condition mentioned, did not well and truly perform and fulfil the covenants and agreements comprised and mentioned in the articles of agreement referred to in the said condition of the said writing obligatory, but broke the said covenants and agreements in the following instances, to wit:

That, although the said United States did advance and furnish to the said Benjamin G. Orr divers large sums of money, at divers times, on account of, and to enable him, the said Benjamin, to carry into effect the said articles of agreement, which said several sums of money amounted altogether to the sum of dollars.

And although the accounts of the said Benjamin G. Orr, in relation to the articles of agreement aforesaid, have been duly and finally settled by the accounting officers of the Government of the United States; and, upon the said settlement, there was found to be due to the United States, from the said Benjamin, the sum of
of which the said Benjamin had due notice. Yet the said Benjamin altogether failed to pay to the said United States the said sum of money, or any part thereof, and the same remains still due and unpaid to the said United States; and this the said United States are ready to verify, &c.

Rejoinder. And the said defendant comes and says the said Orr did not break the said condition of the said writing obligatory, in manner and form as the said plaintiffs have above, in replying, pleaded and avowed; and of this he puts himself upon the

Issue joined. country, and the plaintiffs do the like; therefore let a jury

Venire ordered.

thereon appear before the court here immediately, by whom, &c. who neither, &c. to recognize, &c. because as well, &c. and thereupon for trying the issue aforesaid, it is ordered by the court here, that twenty persons, from the pannel of the petit jurors returned to the court here by the marshal of the District aforesaid, be drawn by ballot, according to the law in such case made and provided; and thereupon, the twenty persons being so drawn by ballot, and written on two lists, one of which said lists is delivered to the attorney for each of the said parties, and the attorney for the respective parties having stricken out four persons from the said lists, thereupon the remaining twelve persons being called, come, and are empannelled, and sworn to say the truth in the premises; and whereupon, for certain reasons as well to the court here as to the parties aforesaid appearing, *are* of the jurors of the jury within mentioned from the pannel aforesaid, is withdrawn by consent of the said parties, and by order of the court here, and the rest of the jurors of that jury are wholly discharged from giving any verdict of and upon the premises within mentioned; and thereupon further process of and upon the premises, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, is further continued until the first Monday of May next.

Jury empannelled.

Jury sworn.

Juror withdrawn.

Cause continued.

May term, 1830.

At which said first Monday of May, in the year of our Lord one thousand eight hundred and thirty, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Walter Jones, administrator de bonis non as aforesaid, by his attorney aforesaid; and thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, is further continued until the first Monday of December next.

Appearance of parties, and continuance of cause.

December term, 1830.

At which said first Monday of December, in the year of our Lord one thousand eight hundred and thirty, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Walter Jones, administrator de bonis non as aforesaid, by his attorney aforesaid; and thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, is further continued until the first Monday of May next.

Appearance of parties, and continuance.

May term, 1831.

And now at this day, to wit, the said first Monday of May, in the year of our Lord one thousand eight hundred and thirty one, come again into the circuit court here as well the said United States, by their attorney aforesaid, as the said Walter Jones, administrator de bonis non as aforesaid, by his attorney aforesaid; and thereupon, for trying the issue aforesaid, it is ordered by the court here that twenty persons from the pannel of petit jurors returned to the court here by the marshal of the District aforesaid, be drawn by ballot, according to the law in such case made and provided; and thereupon the twenty persons being so drawn by ballot, and written upon two lists, one of which

Appearance of parties.

Order to empannel jury.

said lists is delivered to the attorney for the respective parties, and the attorney for each of the said parties having stricken out four persons from the said lists, thereupon the remaining twelve persons being called, come, to wit:

Jurors' names.

1. Overton Carr.
2. Richard Harrison.
3. Philip Williams.
4. James Kennedy.
5. Abraham Broome.
6. Samuel Kirby.
7. Alexander Scott.
8. Greenbury Gaither.
9. William Murdock.
10. William Hebb.
11. James Miles.
12. Hanson Gassaway.

Jury empannelled and sworn.

Who, being empannelled and sworn to say the truth in the premises, upon their oath do say that the said Benjamin G. Orr did well and truly perform the condition of the writing obligatory within mentioned, in all things on his part and behalf to be done and performed, according to the tenor and effect, true intent and meaning of the said condition, as the said Walter Jones, administrator de bonis non as aforesaid, of the said Benjamin G. Orr, in pleading hath alleged; therefore it is considered by the court, that the said United States take nothing by their writ and declaration aforesaid, and that the said Walter Jones, administrator de bonis non as aforesaid, go thereof without day, &c.

Verdict of jury for defendant.

Judgment on verdict.

Memorandum.—Before the jurors aforesaid withdrawn from the bar of the court here, the said United States, by their attorneys aforesaid, filed in court here the following bills of exceptions, to wit:

Exceptions.

To support the issue on the part of the United States above joined, the attorney of the United States gave in evidence, and read to the jury, the bond upon which this suit is brought, with the condition thereof, in these words: (copied in page 43, &c.)

The contract or articles of agreement referred to in said condition, in these words: (copied in page 44, &c.)

The official account current A, as stated and reported by the 3d Auditor, and certified from the Treasury Department, as follows: (The defendant, saving all exceptions to the competency of said account to charge him, otherwise than as the items of charge in the same shall be supported by proof.) (Account A, copied in page 56, &c.)

The second official account B, as stated and reported by the 3d Auditor in March, 1830, and certified from the Treasury Department, as follows: (The defendant, saving the like exception to this account as to the former:) (copied in page 68, &c.)

The third official account C, as stated and reported by the 3d Auditor in 1830, and certified from the Treasury Department, as follows: (The defendant, saving the like exception to this account as to the first account.) (Copied in page 72, &c.)

The remarks of the 3d Auditor on certain additional credits claimed by the defendant under the said bond and contract; which remarks, with the written exhibition of the said claim of additional credits referred to in said remarks, is as follows: (The defendant, saving all the like exceptions to the same as aforesaid.) (Copied in page 77, &c.)

The contract entered into by said Orr on the 15th January, 1817, for army supplies for the States of South Carolina and Georgia, (referred to in the said remarks,) as follows: (copied in page 107, &c.)

The official accounts, as stated and reported by the said auditor against

the said Orr, under the last mentioned contract, upon which another suit is now pending in this court, (also referred to in said remarks,) to show the the identity of the credits in said account with the eight abstracts for Fort Gadsden for June, July, August, September, October, November, December, and January, claimed by defendant as aforesaid; which last mentioned accounts are as follows: (The defendant, saving all the like exceptions to the same as aforesaid.) (Account copied in page 115 to 126, &c. abstracts copied in page 140 to 169.)

The official statement by said auditor of certain differences arising on the settlement of last mentioned account, as follows: (The defendant, saving all the like exceptions to the same as aforesaid.) (Copied in page 127, &c.)

The United States claimed for the United States the different items of charge against the said Benjamin G. Orr in the said first account stated under the said first mentioned contract and bond.

And the said attorney, to support the said items, gave in evidence to the jury the several warrants and the several receipts of the said Benjamin G. Orr for $55,000, $15,000, and $10,000, in the said account mentioned, hereunto annexed, in these words, to wit: (Copied in page 169 and 70, &c.)

And the said attorney then gave in evidence to the jury, in order to support the item under the head C in the said account mentioned, amounting to $2,633 12, the following vouchers in these words, to wit: (Copied in page 171 to 180, &c.)

And the said attorney, further to support the said charge, gave in evidence to the jury a contract made between the said Benjamin G. Orr and the United States of the 15th of January, 1817, hereunto annexed in these words, to wit: (copied in page 107,) and the testimony of John Abbott in these words, to wit: (Copied in page from 31, &c. to 35, &c.)

The counsel of the United States, for the purpose of supporting the item under the head D in the said account mentioned, amounting to $1,025, gave in evidence to the jury the vouchers and documents hereunto annexed, in these words, to wit: (Copied in page 181 to 183.)

And for the purpose of supporting the item under the head of G in the said account mentioned, amounting to $1,956, gave in evidence to the jury the vouchers and documents hereunto annexed, in these words, to wit: (Copied in page from 184 to 188.)

And for the purpose of supporting the items under the head K, L, and M, in the said account mentioned, amounting to $5,253 40, gave in evidence to the jury the vouchers and documents hereunto annexed, in these words, to wit: (Copied in page from 188 to 196.)

And for the purpose of supporting the item under the heads N, O, and P, in the said account mentioned, amounting to $1,262 57, gave in evidence to the jury the vouchers and documents hereunto annexed, in these words, to wit: (Copied in page from 197 to 208.)

And for the purpose of supporting the item under the head Q in the said account mentioned, amounting to $2,654 13, he gave in evidence to the jury the vouchers and documents hereunto annexed, in these words, to wit: (Copied in page from 208 to 210.)

And for the purpose of supporting the item under the head S, in the said account mentioned, amounting to $1502 04, he gave in evidence to the jury the vouchers and documents hereunto annexed, in these words, to wit: (Copied in page from 210 and 211.)

And for the purpose of supporting the item under the head X and Y, in

the said account mentioned, amounting to $3,985 78, gave in evidence to the jury the vouchers and documents hereunto annexed, in these words, to wit: (Copied in page from 211 to 226.) (The defendant saving all exceptions to the competency and sufficiency of the aforesaid vouchers.)

Jno. Abbott's deposition.

The plaintiffs proved by Mr. Abbott, a clerk in the office of the 3d Auditor of the Treasury, that, at the times when contracts were made for the supply of the United States' troops, the contractors (as he believes) were then informed of the fixed posts within the limits of the contract, and the number of troops there stationed, and that rations were to be regularly supplied by such contractor, according to the number of troops so stationed at such places; and that the contractor was informed he was to continue to do so, without any other notice so to do; and that special requisitions and notices of 30 days would be made and given for all other supplies at other places or posts, and for any change in the quantity of supplies which might become necessary at the fixed posts, from a change in the number of troops stationed at such fixed posts.

And that, in settling the accounts of all such contractors at the War Department, he knows it was usual to consider the contractor bound to furnish such fixed posts according to the information given him at the time of the contract of the rations required at such posts, without requiring a special requisition and 30 days' notice, except for supplies required at other places, or in greater quantities at those places, than was required at the time of the contract.

Questions by defendant to Mr. Abbott.

1st. Was it not the custom, when army supplies were furnished by contract, for the Secretary of the War to advertise for proposals from contractors, and in such advertisements to designate the State, District, or Territory, within which supplies were to be furnished?

Answer to 1st question—Yes.

2d. Was it not also the custom for written proposals to be received in answer to such advertisements, handed in by the various proposers or bidders under seal, and opened on the day fixed in the advertisement?

Answer to 2d question—Yes.

3d. Upon opening the several proposals on the day appointed, did not the Secretary usually award the contract to the lowest bidder, or to him whose proposals were deemed most advantage to the public, and then the contract was filled up and executed according to such accepted proposals, from printed forms kept at the department?

Answer to 3d question—Yes.

4th. Do you know or believe that the advertisements from the department for proposals, or the proposals sent in, either usually or in this particular case, contained any specifications of the posts to be supplied, or of the manner or terms of the supplies, or of the quantity of rations required at each post, more than what the contract itself specifies?

Answer to 4th question—No.

5th. Do you know of any verbal explanation between the Secretary of War and the contractor in this case, or in any other case, at the time of form-

ing the contract, specifying any thing more or less *that* what the contract itself specifies?

Answer to 5th question—No.

6th. Do you know that the contractor in this case, or any other army contractor, ever submitted and agreed to the construction of the contract which you say was adopted at the department in the settlement of contractors' accounts, dispensing with requisitions and notices for supplies of provisions at previously fixed posts, and only making them necessary at new posts, established after the contract; and if so, state under what contract, and which of the charges against the present contractor under any of his contracts, were admitted by him upon that principle?

Answer to 6th question—No such submission or agreement was ever made to me by any contractor, nor, to my knowledge, to any other officer. All I mean to say, is, that such was the rule adopted by the accounting officers, in settling the accounts of contractors; whether the contractors agreed to the principle, or not, I know not.

And the attorney for the United States then further proved by said witness, that it was the custom and usage for army contractors, at the expiration of their contracts, to turn over all provisions deposited under their contracts at the several posts, to their successors, and to take the receipts of their successors for the same, the Government paying the outgoing contractor for such provisions at the contract price, charging the same to holding the successor accountable for the same, in the issues under his contract; he to issue the same to the troops under his contract, with an allowance, in accounting for the same, of 12 per cent. for wastage, &c. and one cent per ration for issuing. But that the custom and usage was different when the same person took the succeeding contract for the same posts as the preceding contract. In that case, the contractor under the new contract usually kept the unissued provisions remaining on hand, on his own account and risk, and issued the same under his new contract, without any allowance for wastage, &c., and without the additional allowance of one cent per ration for issuing.

And defendant further proved by said witness, that, in all cases where credits were claimed and allowed at the accounting department, for provisions supplied, or expenditures under such contracts for army supplies, all the certified abstracts and vouchers, on which such credits were so claimed and allowed, were retained and filed in the office of the 3d Auditor, as part of the public documents presented there.

The attorney of the United States then gave in evidence the admission of defendant's counsel, as follows:

Admission that Wilson Brookes was defendant's agent.

Admitted that Wilson Brookes, in the papers named, was one of the local agents of said Orr, authorized to comply with the regular requisitions and notices, required by said contract, from the proper military officers, in the purchase, out of funds to be supplied by said Orr, of provisions for the troops of the United States at the posts of Fernandina, Amelia Island, and Traders' Hill, on the St. Mary's, Georgia, and to issue the same in rations, and obtain properly certified abstracts and vouchers for the rations so issued; but without any authority to vary the terms of the contract, (further

than to supply at Amelia Island on the terms of the contract,) or in any manner to dispense with any of its requisitions, but strictly to execute it at those posts.

And it is further admitted by the parties in this case, that during part of the term for which this contract run, to wit, from the 1st June, 1818, to the 31st May, 1819, Gen. Gaines was the general in the actual command of the military department, comprehending in the same military department the State of Georgia, including the Creeks' lands within the territorial limits of that State, and the forts and military posts in Florida, of Fort Gadsden, Fort St. Marks, Pensacola, and Fernandina, at Amelia Island, and all other posts and places in Florida where troops of the United States were stationed; and that during all the residue of that term, Gen. Jackson was the general in actual command of the same military department.

The defendant, in order to show that the said Orr always insisted on the necessity of requisition and notice, according to the terms of the contract, for supplies at all posts, before he could be charged with failure; and upon the purchases to supply any failure being made by the commanding general, or by some person by him appointed for that purpose at the post or place where such failure may have occurred, read, in evidence, from among the public documents sent from the Third Auditor's office and the War Department in this case, the several representations, arguments, and professional opinions, sent in by him to the accounting officers and to the War Department, and the opinions of the Attorney General, as follows: (Copied in page 227, &c.) And to show the custom of making such requisitions and giving such notices for supplies, at all posts where provisions were required, without regard to their being old established posts, or new ones established after the contract, also read in evidence the several requisitions under this and the former contract, as follows: (Copied in page .)

And the defendant having contended the said evidence, so offered in support of the said account, was incompetent and insufficient to charge the said Orr, as such contractor, with any absolute failure within the terms of the said contract; among other reasons, 1st. Because there was no such requisition and notice to the contractor for the supplies at the posts where the alleged failures are said to have occurred, as the contract requires.

2d. Because the alleged purchases, to supply the deficiencies occasioned by such alleged failures, were not made by the commanding general, nor by any person by him thereunto authorized.

Upon the evidence so given to the jury, the counsel for the United States prayed the court to instruct the jury, that, if they believed the said evidence to be true, that the said United States were entitled to recover in this action the several items claimed as aforesaid in the said account.

Which instruction the court refused to give.

Whereupon, the United States, by their attorney, prayed the court to instruct the jury,

That it was competent for them to infer, from the said evidence, that the said Orr, in supplying the fixed posts as he had before done, under his former contract, and knowing thereby the number of rations there required, dispensed with any special requisition and notice in relation to such supplies to said posts, and, in case of failure to supply such posts according to usage and knowledge, is liable, under the bond and contract upon which this action is founded. Which last instruction the court refused to give in relation to any of the charges for failure, as aforesaid, being of opinion that

the United States are not entitled, under the said contract, to charge the said Benjamin G. Orr for the amount paid by them for provisions, upon any supposed case of absolute failure or deficiency in the quantity of provisions contracted to be delivered and issued by the said Benjamin G Orr, unless such failure or deficiency took place after a requisition upon the said Benjamin G Orr, (or his agent, duly authorized by him to receive such requisition,) made by the commandant of the army or a post, in case the provisions were wanted for a fortified place or a military post, and in no case, unless such failure or deficiency took place after thirty days' notice had been given to him, or his said agent, of the post or place where the rations were wanted, or of the number of troops to be furnished, in case the rations were wanted for marching troops.

To which refusal the attorney for the United States excepts, and this, his bill of exceptions, is signed, sealed, and ordered to be enrolled, this third day of November, 1831.

W. CRANCH. [SEAL]
JAS. MORSELL. [SEAL.]

Second exceptions

And in the further progress of this trial (all the evidence in the foregoing bill of exceptions stated being before the court and jury,) the defendant, after giving in evidence the documents and vouchers in support of such of the said additional credits so claimed by him as aforesaid, as had been rejected and remarked upon by the 3d Auditor, as aforesaid contested, (upon the grounds above stated in the foregoing bill of exceptions, and upon the authority of the court's said decision) all the items of charges against said Orr in said official accounts, under the contract of February 9, 1818, stated, except the three advances from the Treasury of $55,000, $15,000, and $10,000, first charged, and insisted upon the rejection of the same, and then claimed to have set-off against the said $80,000, and to be allowed in this suit the several sums of money admitted to the credit of said Orr under said contracts for provisions furnished, and expenditures upon abstracts and vouchers by him and his administrator exhibited to the 3d Auditor, and claimed as credited in said official accounts, disclaiming and deducting from said credits all such as appeared to be mere counter credits or cross entries dependant upon the corresponding and contested charges in said accounts; and also claimed the allowance of such of the said additional credits as had been rejected and remarked on by the 3d Auditor as aforesaid. Whereupon the plaintiffs, by their counsel, made the following prayer to the court: That, as the defendants have used the account A. exhibited by the plaintiffs, and have claimed the credits therein stated as allowed to the contractor, from the jury, without offering any other evidence of their claim to such credits, then the whole of said account is to go to the jury, as well the charges as the credits in the said account; and if the defendants shall offer no evidence to impeach the items charged in the account, they are to be taken as correct; and that the defendants cannot rely on the account for his credits, without being bound by such entries of charge as he may be unable to impeach.

Which instruction and opinion the court refused to give; to which refusal the attorney of the United States excepts: and this his bill of exceptions is signed, sealed, and ordered to be enrolled, this 3d day of November, 1831.

W. CRANCH. [SEAL.]
JAMES. MORSELL. [SEAL.]

Plaintiffs' 3d exception.

In the further trial of this cause, and upon the evidence stated in the preceding exceptions, the defendant, by his counsel, prayed the court to instruct the jury as follows:

That if the jury find and believe from the evidence aforesaid, that the three several advances from the War Department to said Orr, in the said 1st account above charged, to the amount of $80,000, though appearing in the receipts for the same as made on account of this contract, were nevertheless advanced under an arrangement and understanding between the Government and said Orr, to which the sureties in the bond now in suit were in no manner party or privy; that the said sums of money were to be held by the said contractor as a common fund of supplies, as well for the forts and military posts in Florida, including the subsistence of Indian prisoners there, as of the posts within the State of Georgia and the Creek lands within the territorial limits of that State, and to be indiscriminately applied to all or any of both Georgia and Florida forts and military posts, upon the terms and conditions of this contract, as if extended to the Florida posts; and that the said contractor was accordingly called on and required, in the execution of this contract, and out of the general fund so advanced nominally under this contract, to furnish subsistence as well for the Florida posts, including Indian prisoners there, as for the posts within the proper territorial limits of the contract, indiscriminately; and that both branches of supply were blended in debits for alleged failures, &c. and credits for supplies in the same official account of advances and expenditures under this contract, as kept at the proper accounting departments of the Treasury and War Departments, without there having been any specific part or portion of the said advances designated and set apart for the two branches of supply and subsistence, in Georgia and Florida respectively.

Then the obligors in the bond now in suit, nor any of them, are not responsible in this action under the 10th article of said contract, for the accounting and paying by said Orr of any balance or surplus of the said advances remaining in his hands unexpended at the time of the expiration of the term of said contract, in the execution of the said contract, and in the supplies of subsistence therein stipulated for; which opinion the court gave as prayed; to which the United States except, and pray the court to sign and seal this exception; which is done accordingly, this 8th November, 1831.

W. CRANCH. [SEAL.]
JAS. S. MORSELL. [SEAL.]

4th bill of exceptions.

In the further trial of this cause, and after the granting the defendant's last instruction, the attorney for the United States prayed the following instruction:

That the receipts of Benjamin G. Orr, offered in evidence, are prima facie evidence that he received the $80,000 under the contract on which this suit is brought, and that it is incumbent on the defendants to satisfy the jury, by evidence, that the said advances were not made under the said contract, as stated in the said receipts, but that it was so stated by mistake or design on the part of the Government and said Orr, and intended to be applicable to some other contract.

Which the court refused to give as prayed, but instructed the jury that the receipts of Benjamin G. Orr aforesaid are prima facie evidence that he received the $80,000 under the contract on which this suit is brought, and that it is incumbent on the defendant to satisfy the jury, by evidence, that

the said advances were not made under said contract as stated in said receipts.

To which refusal the United States except, and pray, &c.; and this, their bill of exceptions, is signed, sealed, and ordered to be enrolled, this 8th day of November, 1831.

W. CRANCH. [SEAL.]
JAMES S. MORSELL. [SEAL.]

Bond upon which the suit is brought, referred to in exceptions at page 29.

"Know all men by these presents, that we, Benjamin G. Orr, of the city of Washington, Walter Jones, and Thomas Dougherty, are held and firmly bound unto the United States of America, in the sum of thirty-five thousand dollars lawful money of the said United States, to be paid to the said United States; for which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, for and in the whole, jointly and severally, firmly by these presents. Sealed with our seals, dated the ninth day of February, in the year of our Lord one thousand eight hundred and eighteen, and in the forty-second year of the independence of the said States."

The condition of this obligation is such, that, if the above bounden Benjamin G. Orr, his heirs, executors, or administrators, or any of them, shall and do in all things well and truly observe, perform, fulfil, accomplish and keep, all and singular the covenants, conditions, and agreements, whatsoever, which, on the part and behalf of the said Benjamin G. Orr, his heirs, executors, or administrators, are or ought to be observed, performed, fulfilled, accomplished, and kept, comprised or mentioned in certain articles of agreement or contract bearing date the ninth day of February, one thousand eight hundred and eighteen, made between John C. Calhoun, Secretary of War, and the said Benjamin G. Orr, concerning the supply of rations to the troops of the United States within the State of Georgia, including that part of the Creeks' land lying within the territorial limits of said State, according to the true intent, meaning, and purport, of the said articles of agreement or contract, then the above obligation to be void; otherwise, to remain in full force and virtue."

BENJ. G. ORR. [SEAL.]
W. JONES. [SEAL.]
THOMAS DOUGHERTY. [SEAL.]

Sealed and delivered in the presence of
NATH. CUTTING and
S. BURCH.

I believe the securities to the within bond to be good and sufficient.
(Signed) GEORGE GRAHAM.

Articles of agreement referred to in exceptions at page 29.

"Articles of agreement, made on the ninth day of February, Anno Domini one thousand eight hundred and eighteen, between John C. Calhoun, Secretary for the Department of War of the United States of America, of the one part, and Benjamin G. Orr, of the city of Washington, of the other part.

This agreement witnesseth, that the said John C. Calhoun, for and on behalf of the United States of America, and the said Benjamin G. Orr, his

heirs, executors, and administrators, have mutually covenanted and agreed, and by these presents do mutually covenant and agree, to and with each other, as follows, viz.

First. That the said Benjamin G. Orr, his heirs, executors, or administrators, shall supply and issue all the rations, to consist of the articles hereinafter specified, that shall be required of him or them, for the use of the United States, at all and every place or places where troops are or may be stationed, marched, or recruited, within the limits of the State of Georgia, including that part of the Creeks' land lying within the territorial limits of said State, thirty days' notice being given of the post or place where rations may be wanted, or the number of troops to be furnished on their march, from the first day of June, 1818, until the 31st day of May, 1819, inclusive, at the following prices, that is to say: For every complete ration issued at Point Peter, on the St. Mary's river, the price thereof shall be twenty-two cents. At Tybee barracks, Fort Hawkins, Fort Scott, and at all other places where troops are or may be stationed, marched, or recruited, within the State of Georgia, including that part of the Creeks' land lying within the territorial limits of said State, the price thereof shall be twenty-six cents.

Where the price of the ration is twenty-two cents, the price of the component parts thereof shall be, for bread or flour, eight cents; meat, seven cents; liquor, six cents; small parts, one cent.

Where the price of the ration is twenty-six cents, the prices of the component parts thereof shall be, for bread or flour, nine cents five mills; meat, nine cents; liquor, six cents five mills; small parts, one cent. The prices of the component parts of the small parts of each ration shall be fifteen cents per pound for candles; ten cents per pound for soap; five cents per quart for vinegar; and eight cents seven and a half mills per quart for salt.

Second. That the ration to be furnished and delivered by virtue of this contract shall consist of the following articles, viz. one pound and a quarter of beef, or three quarters of a pound of pork; eighteen ounces of bread or flour; one gill of rum, whiskey, or brandy; and at the rate of two quarts of salt, four quarts of vinegar, four pounds of soap, and one pound and a half of candles, to every one hundred rations.

It is understood, that it should be at the option of the general, or officer commanding an army or a military department, in all cases not otherwise provided for by this contract, to direct when, and how often, fresh or salt meat shall be issued, by general orders, to be promulgated a reasonable time before the issue is to commence; that the contractor shall always issue flour two days in every week; and the option of bread or flour, for the remainder of the week, be with the contractor.

Third. That supplies shall be furnished by the said Benjamin G. Orr, his heirs, executors, or administrators, at the fortified places and military posts that are or may be established in the limits aforesaid, upon the requisition of the commandant of the army or a post, in such quantities as shall not exceed what is sufficient for the troops to be there stationed for the space of three months, in advance, in good and wholesome provisions, consisting of due proportions of all the articles forming the ration.

It is understood, that, if the contractor shall be required to deposite provisions at one place or post, and shall afterwards be required to move them, to be delivered at another place or post, the expenses of transportation to

such other place or post shall be borne by the United States. It is also understood, that all supplies are to be originally delivered at the posts where they may be required, without expense to the United States

Fourth. That whenever, and as often as the provisions stipulated to be furnished under this contract shall, in the opinion of the commanding officer of the post or place where they are offered to be issued, be unsound, unfit for use, or of an unmerchantable quality, a survey shall be held thereon, by two disinterested persons, one to be chosen by the commanding officer, and the other by the said Benjamin G. Orr, or his agent, and, in case of disagreement, a third person, to be chosen by mutual consent, who shall have power to condemn *to* such part of the provisions as to them may appear unfit for use. But if the said Benjamin G Orr or his agent, shall fail or neglect to appoint a person to inspect the said provisions, after reasonable notice in writing, it shall be permitted to the said commanding officer to appoint such persons as he may think proper to inspect the provisions, under oath, with power to condemn as aforesaid. And all provisions condemned by such survey or inspection may be destroyed by the commanding officer.

Fifth. That the commanding general, or person appointed by him, at each post or place, in case of absolute failure or deficiency in the quantity of provisions contracted to be delivered and issued, shall have power to supply the deficiency by purchase, at the risk and on account of the said Benjamin G. Orr, his heirs, executors, or administrators.

Sixth. That all losses sustained by the depredations of an enemy, or by means of the troops of the United States, in articles intended to compose rations, to be issued under this contract, being the property of the contractor, as well as other property necessarily used in transporting the same, shall be paid for at the contract price of the rations, or the component parts, and at an appraised value of the other articles, on the deposition of one or more creditable characters, and the certificate of a commissioned officer, when the same can be obtained, ascertaining the circumstances of the loss, and the amount of the articles for which compensation is claimed.

Seventh. That escorts and guards for the safety of the provisions, and for the protecting of the cattle against an enemy, shall be furnished whenever, in the opinion of the commanding officer of the army or of any post, to whom application may be made, the same can be done without prejudice to the service, and that the said Benjamin G. Orr, his heirs, executors, or administrators, shall not be answerable for any deficiency of supplies, at any of the said posts or places, if it should appear, upon satisfactory proof, that such deficiency was occasioned by the want of proper escorts and guards.

Eighth. That, at all the stationary posts, proper store-houses shall be provided on behalf of the public for the reception and safe-keeping of the provisions deposited from time to time at such posts respectively, and the contractor shall suffer no loss for the want of such stores.

Ninth. That the said Benjamin G. Orr, his heirs, executors, or administrators, shall render his or their accounts to the accountant of the Department of War for settlement, at least once in every three months, agreeably to such form as, by the said accountant, may be established, and made known to him or them.

Tenth. That all such advances of money as may be made to the said Benjamin G. Orr, his heirs, executors, or administrators, for and on account of the supplies to be furnished pursuant to this contract, and all such sums of money as the commanding officer of the troops or recruits, that are

or may be within the limits aforesaid, may cause to be disbursed, in order to procure supplies, in consequence of any failure on the part of the said Benjamin G. Orr, his heirs, executors, or administrators, in complying with the requisitions herein contained, shall be duly accounted for by him or them, by way of offset against the amount of such supplies, and the surplus, if any, repaid to the United States immediately after the expiration of the term of this contract, together with an interest at the rate of six per centum per annum from the time of such expiration until the same shall be actually repaid. And that if any balance shall, on any settlement of the accounts of the said Benjamin G. Orr, his heirs, executors, or administrators, be found to be due to him or them, for or on account of the rations which shall be supplied pursuant to this agreement, the same shall immediately be paid. And that no unreasonable or unnecessary delay, on the part of the officers of the United States, shall be given to the settlement of the accounts of the said Benjamin G Orr, his heirs, executors or administrators. Provided, however, that no member of Congress shall be admitted to any share or part of this contract, or to any benefit to arise therefrom.

In witness whereof, the said Secretary of War, for and on behalf of the United States, hath hereunto subscribed his name, [L. S.] and affixed the seal of the War Office of the United States; and the said Benjamin G. Orr hath hereunto set his hand and seal the day and year first above written.

(Signed) BENJ. G. ORR. [SEAL.]

Signed, sealed, and delivered, in the presence of

WILLIAM LAMBERT, JACO. LAUB, } *Witnesses to the signing of B. G. Orr.*

I, James B. Thornton, Second Comptroller of the Treasury, do hereby certify that the foregoing are true copies of the original contract and bond on file in this office.

J. B. THORNTON.

OFFICIAL ACCOUNT CURRENT A, REFERRED TO IN EXCEPTIONS AT PAGE 27.

DR. *Benjamin G. Orr, under contract dated 9th February, 1818, in account with the United States.* CR.

1142.		Subsistence.	Total.		Subsistence.	Total.
	To general account of moneys advanced.			*By general account of moneys advanced.*		
1820.				(A.)		
Jan. 1.	For amount standing to his debit under his contract aforesaid, consisting of the following particulars, viz.			For the following provisions issued by him under his contract dated 9th February, 1818, at the following places, as per general abstract and vouchers therein referred to, on file, viz.		
1818.						
Feb. 19.	For part of warrant No. 1660, for the payment of his draft favor of Richard Smith, dated 11th February, 1818,	$55,000 00		5,380 complete rations at Savannah, Geo., in June, July, August, 1818, and from 1st Oct. 1818, to 31st May, 1819, at 26 cents - -	-	$1,398 80
March 6.	For warrant No. 1733, received by him on account -	15,000 00				
July 2.	For do. No. 2262, received by him on account - -	10,000 00		13,069 complete rations issued at Fort Hawkins, Geo., from 1st June to 30th November, 1818, at 26 cents -	$3,397 94	
	(C.)			For sundry parts of rations	490 55	
Oct. 19.	For do. No. 2747, for payment of a draft drawn I. Spencer, A D. Q. M. G., in favor of John Brockman, dated 25th Sept. 1818, for provisions purchased at Fort Gaines, in consequence of the failure of said contractor - -	2,633 12				3,888 49
			$82,633 12	14,985 complete rations issued at Trader's Hill, Geo., from		

1819.							
	(D.)				1st June, 1818, to 31st Mar.		
Jan. 19.	For amount of 100 barrels flour, purchased by Hugh McCall, A. D. Q. M. G., for the use of the troops at Fernandina, in Nov. 1818, in consequence of the failure of the contractor, and which were delivered to his agent, Wilson Brookes, per his receipt on file, dated 28th Nov. 1818, transmitted to this by D. E. Buck, per his letter of that date.	1,025 00			1819, at 26 cents - -	3,896 10	
					For sundry parts of rations	49 05	
							3,945 15
					39,909 complete rations at Fort Scott, Geo., from 1st June, 1818, to 31st May, 1819, the day his contract expired, at 26 cents - - -	10,376 34	
					For sundry parts of rations, extra, and for provisions delivered to Lieut Wilhight, assistant comm'g, on 1st June, 1819 - - -	2,860 79	
							13,237 13
	(E.)						
Feb. 25.	For this sum, paid by Gen. Glascock to O. W. Callis, agent for said contractor, per his receipt on file, dated at Fort Hawkins, 10th Dec. 1817 - - - -	2,000 00			2,636 complete rations issued at Fort Gaines, Geo., in August, and from 1st Sept. to 20th Oct. and from 12th December, 1818, to 28th Jan'y, 1819, and in April, 1819, at 26 cents - - -	685 36	
					For sundry parts of rations	9 25	
							694 61
	(F.)						
May 12.	For amount of 50 barrels of flour, purchased Lt. George Murdock, for the use of the troops at Fort Gadsden, on failure of the said contractor	1,765 00			63,949 complete rations issued at Amelia Island, from 1st June, 1819, to 28th February, 1819, at 26 cents	1,626 74	
				4,790 00	For sundry parts of rations	2,120 43	
							18,747 17
	(G.)						
May 13.	For the following provisions, purchased by Hugh McCall, A. D. Q. M. G., at Savan-				(B.) For amount of 789 complete		

		Subsistence.	Total.		Subsistence.	Total.
	nah, Geo , for the use of the troops at Fernandina, including the transportation thereof to that place, in consequence of the failure of said contractors, and which were delivered to his agent, Wilson Brookes, at St Mary's, per his receipt on file, dated 1st March, 1819, viz			rations, furnished by Charles Bullock to recruits at Augusta, in Georgia, under command of Major Twiggs, from 18th April to 31st May, 1819, on failure of the contractor, who is held accountable for the purchase thereof in this statement, now admitted to his credit at the contract price, viz. per ration	–	$205 14
	50 barrels flour, and wharfage	$902 00				
	100 do flour, and do	954 00				
	Transportation to Fernandina	100 00				
			$1,956 00	(X.)		
1819.	(H, 1 and 2.)			For the following provisions		
July 12.	For warrant No. 4151, for the payment of 3 bills of exchange drawn by Lieut. G. Leftwick, on account of the purchase of provisions at Fort Gaines, in consequence of the failure of said contractor, viz.			furnished by said Charles Bullock to the troops at Fort Hawkins, Georgia, from 1st Dec. 1818, to 31st May, 1819, on failure of the contractor, who is held accountable for the purchase thereof in this statement, now admitted to his credit at contract price, viz		
	One favor of John Brockman, dated 1st March, 1819, for the purchase of 150 bushels corn - - - - -	750 00		10,028 complete rations, at 25 cents - - - - -	$2,607 28	

	One favor B. S. Shoulders, dated 4th March, 1819, for the purchase of 20 head of beef cattle, delivered over to the contractor's agent, Jas. McCormick, at Fort Gaines, per his receipt dated 6th March, 1819 - - -	506 25	
	One favor John Brockman, dated 20th March, 1819, for the purchase of 1352 rations corn meal, and which were issued to the troops at Fort Gaines between 21st January and 29th April, 1819, admitted to the credit of Mr Orr, at his contract price, (see voucher H and T) - -	253 50	
			1,509 75
	(I.)		
July 12.	For warrant No. 4152, for the payment of a draft drawn by J. J Clinch, favor of E. Crowden & Co , dated 26th January, 1819, for the purchase of 300 bushels of corn, at Fort Gaines, on failure of the contractor - -	-	1,050 00
	(B.)		
July 20.	For warrant No. 4246, for payment to Charles Bullock, for		

	12 lbs. candles, at 15 cts. $1 80		
	5⅓ lbs. soap, at 10 cents 53		
		2 33	
			2,609 61
	(H, No. 1, and T.)		
	For amount of 1352 rations of corn meal issued by Lieut Leftwick to the troops under his command at Fort Gaines, between 21st Jan. and 9th April, 1819, as per abstract transmitted to this office by Lt. Leftwick, in his letter of 3d April, 1819, at 9½ cents	-	128 44
	(V.)		
	For amount of 3000 pounds beef, equal to 240 rations issued by Lt. Leftwick to the hostile Indians at Fort Gaines, from 20th Sept. 1818. to 31st Jan. 1819, per abstract on file, at 9 cents	-	216 00
	For amount 450 bushels corn, purchased by Lt. Leftwick and Clinch, at Fort Gaines, in January and March, 1819, and for which the contractor is held accountable in this statement, now admitted to his credit at the cost thereof, said corn having been issued		

Dr. OFFICIAL ACCOUNT CURRENT A—Continued. Cr.

		Subsistence.	Total.		Subsistence.	Total.
	789 complete rations furnished by him to recruits at Augusta, (Geo.) under command of Major Twiggs, from 16th April to 31st May, 1819, at 30 cents per ration, in consequence of the failure of said contractor - -	–	$236 70	at Fort Gaines to hostile Indians, and to public and private horses, per abstract on file, viz (H, No. 1.) 150 bushels corn, purchased by Lieut. Leftwick, at $5 per bushel - - -	$750 00	
1819. Aug. 7.	(K.) For amount of provisions purchased by Hugh McCall, A. D. Q. M. G., at Savannah, (Geo.) on 15th and 17th April, 1819, in pursuance of orders from J. M. Glossell, A. D. Q. M. G., dated 14th April, 1817, on failure of said contractor - -	$4,694 67		(I) 300 bushels corn, purchased by Lieut. Leftwick, at $3 60/100 per bushel - - -	1,050 00	$1,800 00
	(L.) For payment made by H. McCall, for the freight of said provisions from Savannah to St. Mary's, on 7th May, 1819 - - - - -	181 50		(Z.) For the following provisions received by Lieut. F. M Brady, assistant commissary. at Fernandina, from Wilson Brooks, agent for said contractor, per receipt of Lieut. Brady, dated 26th July, 1819, and accounted for by him in his monthly return for July, 1819. viz		
			4,876 17	34 barrels flour, cont'g 5,226 4/9 rations at 9 5/100 cents -	496 53	

	(M.)			64 barrels pork, cont'g 17,066⅔ rations, at 9 cents -	1,536 00	
Aug. 11.	For payment made by A. M. Houston, A. D. Q. M. G., for retained rations due the 1st battalion comp'y 4th infantry, as per due bill of the contractor's agent, agreeably to Capt. Dade's certificate -		377 23	1314 gallons whiskey, cont'g 42,048 rations, at 6 5/100 cts.	2,733 12	
				400 pounds soap, at 10 cents	40 00	
				74 pounds candles, at 15 cents	11 10	
						4,816 75
			5,253 40	(F.)		
	(X.)			For amount of 35 barrels flour, being part of 50 barrels flour purchased by Lt. Geo. Murdock at Fort Gadsden, E. F. on failure of the contractor, and brought to the debit of B. G. Orr in this statement; 15 barrels of said flour having been shipped to Fort Scott, Geo., which, together with the freight thereof to Fort Scott, are only chargeable to Mr. Orr; the aforesaid 35 barrels of flour are therefore here admitted to his credit, and are brought to the debit of Cam's Griffith, the contractor for Fort Gadsden, at the cost thereof, viz. at $35 per barrel - -		
Dec. 27.	For warrant No. 4942, for payment of provisions the troops stationed at Fort Hawkins, Geo., by Charles Bullock, from 1st Dec. 1818, to 31st May, 1819, in consequence of the failure of the contractor - - - -		3,415 78			
1820.	(Y.)					
April 21.	For warrant No. 5569, for payment of a bill of exchange drawn by Lieut. George Murdock, in favor of Armstrong, Attaway & Co. dated 1st June, 1819, being for the purchase of 30 head of beef cattle, for the use of the troops at Forts Scott and				-	1,225 00
						52,912 29

United States vs. Orr's Administrator. 1027. 29

Dr. OFFICIAL ACCOUNT CURRENT A—Continued. Cr.

	Subsistence.	Total.		Subsistence.	Total.
Gadsden, on failure of the contractor - - -	-	$570 00	(E.) By Benj'n G Orr, under his contract of 15th January, 1817 —For payment made by Gen. Glascock to O. W. Callis, agent for the contractor at Fort Hawkins, per his receipt dated 10th Dec. 1817, being on account of his supplies under contracts dated 15th January, 1817, and which, through mistake, was brought to his debit in this statement - -	-	$2,000 00
		101,414 75			
(N.) For sundry provisions purchased by Lt. Lee Slaughter, at Amelia Island and at St. Mary's, Geo., between 15th January and 10th March, 1819, for the use of the troops at Amelia Island, on failure of the contractor, as per statement on file -	$701 88		*By Benjamin G. Orr, for Indian Department.* For amount due him on that account, being for provisions issued in the Indian Department, at Forts Hawkins, Scott, and Gaines, between 1st June, 1818, and 31st May, 1819, transferred to his credit in this statement	-	3,736 42
For payments made by Lt. Slaughter, for the transportation of provisions from St. Mary's to Amelia Island, per do. - - - -	13 00				
		714 88			
(O.) For amount of 320⅞ gallons whiskey, purchased by Lieut. Lee Slaughter, between 17th and 28th Dec. 1818, for the use of the troops at Amelia					

Island, under the command of Major John A. Burd, on failure of the contractor, as per statement on file - -	-		305 39			
(P.)						
For the following provisions received at Fort Alert, in Georgia, on the 15th April, 1819, by his agent, Levi Wilson, per his receipt from Capt. Philip Wager, being so much remaining unexpended from the provisions received by said Capt. Wager at Philadelphia, from the contractor, Charles Higgins, for the troops on their passage to Georgia, viz.						
1440 rations bread, at 9½ cts.	136	80				
1440 " whiskey, at 6½ cts.	93	60				
1440 " soap, or 57 lbs. at 10 cts. -	5	70				
1440 " candles, or 22 lbs. at 15 cts.	3	30				
1440 " vinegar, or 58 qts. at 5 cts. -	2	90				
			242 30			
(Q.)						
For the following provisions, received by James McCormick, agent for the contrac-				Amount brought down -	-	$58,648 71

Dr. OFFICIAL ACCOUNT CURRENT A—Continued. Cr.

		Subsistence.	Total.		Subsistence.	Total.
	tor at Fort Scott, per his receipts dated 28th February, 10th and 23d March, 1819, transmitted to this office by Lieut. W. N. Bronaugh, per his letter dated 1st April, 1819, on file, viz.			Amount brought over -	-	$58,648 71
	Per receipts of 28th February, viz.					
	5 head of beef cattle, wt. 1016 lbs. equal to 812 4/5 rations, at 9 c. $73 35					
	2 bbls. flour, containing 348 4/5 rations, at 9 1/2 c. 33 10					
		$106 45				
	Per receipts of 10th March, viz					
	30 bbls. flour, cont'g 5226 2/3 rations, at 9 1/2 cts. 496 53					
	20 do. pork, cont'g 5333 1/3 rations, at 9 cts. 480 00					
	1 do. vinegar, cont'g 35 galls. or 140 qts. at 5 cts. 7 00					

378 lbs. soap, at 10 cts.	37 80				
135½ do. candles, at 15 cts.	20 32				
		1,041 65			
Per receipt of 23d March, viz.					
30 bbls. flour, cont'g 5226⅔ rations, at 9½ cts.	496 53				
20 do. pork, cont'g 5333⅓ rations, at 9 cts.	4 80				
200 gallons whiskey, cont'g 6400 rations, at 6½ cts.	416 00				
58 do. vinegar, cont'g 232 qts. at 5 cts.	11 60				
12 bushels salt, cont'g 384 qts. at 8¾ cts.	33 60				
428 pounds soap, at 10 cts.	42 80				
170 do. candles, at 15 cts.	25 50				
		1,506 03			
			$2,654 13		
(R.)					
For the following articles, received by his agent, Wilson Brookes, during the month of March, 1819, by Lieut. Lee Slaughter, A. D. Q. M.				Amount brought down - -	$58,648 71

DR. OFFICIAL ACCOUNT CURRENT A—Continued. CR.

	Subsistence.	Total.		Subsistence.	Total.
G., at Fernandina, per receipt of said agent, transmitted to this office, on file, viz.			Amount brought over -	-	$58,648 71
13 boxes soap, cont'g 793 pounds, at 10 cents	$79 30				
9 do. candles, cont'g 296 pounds, at 15 cents - - -	44 40				
		$123 70			
(S.)					
For the following provisions, received by his agents, Wilson Brookes and Levi Williams, as per their receipts, transmitted to this office by Lieut. Lee Slaughter, in his letter of the 23d July, 1819, from Traders' Hill, Geo., on file herewith, viz.					
By Wilson Brookes, at St. Mary's, on 7th May, 1819, viz.					
3 hhds. and bbl. whiskey, 345½ galls., or 11,056 rat.'s, at 6½ cts. -	718 64				
30 bbls. beef, wt. 6400 lbs.					

equal to 5120 rations, at 9 cts. - - -	460 80				
5 boxes soap, containing, 62 lbs., at 10 cts. - -	6 20				
2 do. candles, containing 53 lbs., at 15 cts. - -	7 95				
	1,193 59				
By Levi Williams, at Traders' Hill, in May, 1819, viz.					
4284 lbs. fresh beef, equal to 3427⅕ rations, at 9 cts. -	308 45				
		1,502 04	Balance due the United States	-	48,308 48
		$106,957 19			$106,957 19
To balance due the United States, per contra - -	-	48,308 48			

SECOND COMPTROLLER'S OFFICE, *August 25th*, 1820.
Ex'd by JOS. HINKLEY.

TREASURY DEPARTMENT,
Third Auditor's Office, Aug. 18, 1820.
Stated by JOHN ABBOTT.

Dr. *Benjamin G. Orr, contractor for Indian Department, in account with the United States.* Cr.

1142.		Indian Department.	Total.			
	To Benjamin G. Orr for subsistence.			*By general account of moneys advanced.*		
	For amount due him on this account transferred to his credit in account for subsistence under his contract, dated 9th February, 1818 - -	–	$3,736 42	For the following provisions issued under his contract of 9th February, 1818, in the Indian Department at the following places, viz.		
				For 75 complete rations, 632 rations meat, 9,686 rations flour, 3,173 rations whiskey, 45½ lbs. soap, 45½ lbs. candles, and 284¾ quarts salt, issued at Fort Hawkins in June, July, August, and November, amounting to -	$1,239 09	
				For 109 complete rations, 11,583½ rations meat, 14,562½ rations of flour, 509 rations whiskey, 5¼ lbs. soap, 46½ quarts salt, issued at Fort Scott from 1st June, 1818, to 31st May, 1819, amounting to - - - -	2,491 97	

				For 29 rations meat and 29 rations flour, issued at Fort Gaines from 1st September, to 2d October, 1818, and in April, 1819, amounting to	5 36	
	Amount brought down -	-	$3,736 42			$3,736 42

TREASURY DEPARTMENT,
Third Auditor's Office, August 18th, 1820.
JOHN ABBOTT.

SECOND COMPT.'s OFFICE,
August 25th, 1820.
Ex'd by JOS. HINKLEY.

Differences arising on the examination of the general abstract for provisions issued under the contract of Benj. G. Orr, dated 9th February, 1818:

Amount of general abstract rendered by the contractor -	$44,387 17
Amount of issues, as per official statement - - -	45,647 77
Difference in his favor - - - - -	$ 1,260 60

Arising as follows:

The following abstract from Savannah, and Forts Scott and Gaines, have not been charged in the general abstract rendered by Mr. Orr, viz.

	com. rat's	meat.	fl'r	whis'y.	soap.	cands.	soap.	vin'r.		
Savannah, for July, 1818,	1,153									
Fort Scott, Mar., 1819,	3,604	1,031	399	1,162	28	10	15¼	26¾		
Fort Gaines, Apr., "	507	5	5							
	5,264	-	-	-	-	-	-	-	at 26 c.	$1,368 64
	1,036	-	-	-	-	-	-	-	" 9 "	93 24
		404	-	-	-	-	-	-	" 9½ "	38 38
			1,162	-	-	-	-	-	" 6½ "	75 53
				28	-	-	-	-	" 10 "	2 80
					10	-	-	-	" 15 "	1 50
						15¼	-	-	" 8¾ "	1 33¼
							26¾	"	5 "	1 34
										1,582 76½

Errors in favor of the contractor—

Fort Scott, for June, 1818,	28	comp. rations		
Fort Hawkins, July, "	1	do.		
Traders' Hill, Feb., 1819,	8	do.		
Amelia Island, " "	100	do.		
	137	complete rations at 26 cts. -	-	$35 62
Fort Scott, June, 1818,	3/16	lb soap -	$0 02	
Do. Oct., "	3/5	lb. do. -	6	
	1/5	candles -	3	
			11	
100 comp. rations short, added per his own statement; see gen'l abstract			26 00	
½ ration meat	do	do	do	4½
				61 77½
Amount of errors in favor of the contractor - - - - -				$1,644 54

From which deduct the following errors against the contractor—

Savannah, June, 1818,	15	comp. rations		
Fort Scott, July, do	6	do		
Fort Hawkins, do do	1110	do		
Trader's Hill, Jan. 1819,	2	do		
Amelia Island, Dec. 1818,	78	do		
Do Jan. 1819,	53	do		
	1264	complete rations, at 26 cents -	-	$328 64
Traders Hill, March, 1819,	12	lbs candles, at 15 cents -	-	1 80
Fort Scott, Jan. do	1⅗	quarts salt		
Do Feb. do	⅘	do		
	2 7/10	quarts salt, at 8¾ cents -	-	20

Fort Scott, February, 1819, ½ quart vinegar, at 5 cents - - - -	2½	
Over-calculated, in his general abstract, on 22,450 rations whiskey -	10 00	
Over added in do 288½ lbs. candles, at 15 cents	43 27½	
		383 94
Difference required - - - - - - - - - - -		$1,260 60

(H.) No. 7,965. (R.)

TREASURY DEPARTMENT,

Third Auditor's Office, August 18th, 1820.

I certify that I have examined and adjusted the account of Benjamin G. Orr, under his contract dated 9th February, 1818, and find he is chargeable as follows, viz.

To general account of moneys advanced.

For amount advanced him on account of his supplies under said contract, in February, March, and July, 1818 - -	$80,000 00
For amount of payments made by sundry officers for the purchase of provisions, in consequence of the contractor's having failed to make the necessary supplies required by his contract, including a sum of $2,000 paid by Gen. Glascock to O. W. Callis, agent for said contractor at Fort Hawkins, per his receipt dated 16th Dec. 1817, amounting to - -	26,957 19
	$106,957 19

And that he is entitled to a credit for the following sums, viz.

Amount of provisions issued by him between 1st June, 1818, and 31st May, 1819 - - - - - - - - -	$41,911 35
Amount of provisions issued under said contract to Indians under Forts Hawkins, Scott, and Gaines, between said periods - - - - - - - - - - -	3,736 42
Amount of provisions issued out of purchases made by sundry officers, in consequence of his failing to supply, amounting to	11,000 94
For this sum, included in the amount of his debit in this account, being the sum received by his agent, O. W. Callis, from Gen. Glascock, on 10th Dec. 1817, the same being on account of his supplies under his late contract of 15th Jan. 1817, under which he is charged and held accountable for the same - - - - - - - - - - -	2,000 00
	$58,648 71
	$48,308 48

Leaving him indebted to the United States in the sum of forty-eight thousand three hundred and eight dollars and forty-eight cents, as appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

PETER HAGNER, *Auditor.*

To RICHARD CUTTS, Esq.
Second Comptroller of the Treasury.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance, this 23d day of October, 1820.

RICHARD CUTTS, *Second Comptroller.*

TREASURY DEPARTMENT,

Third Auditor's Office, December 16, 1820.

Pursuant to an act to provide for the prompt settlement of public accounts, approved 3d March, 1817, I, Peter Hagner, Third Auditor of the Treasury of the United States, do hereby certify that the foregoing transcripts are true copies of the originals on file in this office.

PETER HAGNER, *Aud.*

Be it remembered, that Peter Hagner, esquire, who certified the foregoing transcripts, is now, and was at the time of doing so, Third Auditor of the Treasury of the United States, and that faith and credit are due to his official attestations.

In testimony whereof, I, William H. Crawford, Secretary of the Treasury of the United States, have hereunto subscribed my name, and [SEAL.] caused to be affixed the seal of this department, at the city of Washington, this sixteenth day of December, in the year of our Lord one thousand eight hundred and twenty.

WM. H. CRAWFORD,

Secretary of the Treasury.

SECOND OFFICIAL ACCOUNT B, REFERRED TO IN EXCEPTIONS AT PAGE 28.

TRANSCRIPT.

DR. *Benjamin G. Orr, late contractor, under contract dated 9th February, 1818, in account with the U. States.* CR.

1825.		Subsistence.	Total.		Subsistence.	Total.
March 9	To balance due the U. States, per report No. 3,953 -	–	$48,408 48	*By general account of moneys advanced.*		
	To general account of moneys advanced.			For the following provisions issued under his contract aforesaid, to the detachment of the U. S. troops stationed at Trader's Hill, Geo. under command of Major John A. Bird, in April and May, 1819, as per abstract and vouchers therein referred to, viz		
	For the following provisions received by Jas. McCormick, agent for said contractor at Fort Scott, Georgia, per his receipt on file herewith, dated 1st May, 1819, from Lt. Thomas C. Wilhight, and for which said contractor is accountable, under his contract aforesaid, viz.			23,846 complete rations, at 26 cents - - - -	$6,199 96	
	6,446 rations flour, at 9½ cents	$612 37		113 rations whiskey, at 6 1/10 cents - -	$7 34	
	5,333 do pork, at 9 cents	479 97		45 pounds candles, at 15 cents - - -	6 75	
	2,933 do candles, equal to 44 pounds, at 15 cents	6 60		20 pounds soap, at 10 c.	2 00	
	12,700 do vinegar, equal to 508 quarts, at 5 cents -	25 40			16 09	
			1,124 34			$6,216 05
			$49,532 82	Balance due the United States	–	43,316 77
	To balance due the U. States per contra - - -	–	$43,316 77			$49,532 82

TREASURY DEPARTMENT, *Third Auditor's Office, March 19th*, 1830. Stated by JOHN ABBOTT.

TREASURY DEPARTMENT, *Second Comptroller's Office, March 20th*, 1830.--Ex'd by JOHN DAVIS, *Clk.*

7—100

United States vs. Orr's Administrator. 1859. 41

No. 9570.

TREASURY DEPARTMENT,
Third Auditor's Office, March 19th, 1830.

I certify that I have examined and adjusted the account of Benjamin G. Orr, late contractor, under contract dated 9th February, 1818, and find that he is chargeable as follows, viz.

1825.—March 9.

To balance due the United States, per report No. 3953 -	$48,408 48
To general account of moneys advanced.	
For sundry provisions received by Jas. McCormick, agent for said contractor at Fort Scott, Geo. per his receipt on file herewith, dated 1st May, 1819, from Lieut. Thomas C. Wilhight, and for which said contractor is accountable under his contract aforesaid, amounting to - - - - - -	1,124 34
	$49,532 82
And that he is entitled to a credit for sundry provisions issued under his contract aforesaid to the detachment of U. S troops stationed at Trader's Hill, Geo. under command of Major John A. Burd, in April and May, 1819, amounting to -	6,216 05
	$43,316 77

Leaving him indebted to the United States, under his contract dated 9th February, 1818, in the sum of forty-three thousand three hundred and sixteen dollars and seventy-seven cents, on account of subsistence; as appear from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

PETER HAGNER, *Aud.*

To ISAAC HILL, Esq.
Second Comptroller of the Treasury.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance this 20th day of March, 1830.

ISAAC HILL, *Second Comptroller.*

TREASURY DEPARTMENT,
Third Auditor's Office, March 23d, 1830.

Pursuant to an act to provide for the prompt settlement of public accounts, approved 3d March, 1817, I, Peter Hagner, Third Auditor of the Treasury of the United States, do hereby certify that the foregoing transcripts are true copies of the original on file in this office.

PETER HAGNER, *Auditor.*

Be it remembered, that Peter Hagner, esquire, who certified the foregoing transcripts, is now, and was at the time of doing so, Third Auditor of the Treasury of the United States, and that faith and credit are due to his official attestations.

In testimony whereof, I, Samuel D. Ingham, Secretary of the Treasury of the United States, have hereunto subscribed my name, and [SEAL.] caused to be affixed the seal of this department, at the city of Washington, this twenty third day of March, in the year of our Lord one thousand eight hundred and thirty.

S. D. INGHAM,
Secretary of the Treasury.

THIRD OFFICIAL ACCOUNT C, REFERRED TO IN EXCEPTIONS AT PAGE 28.

Dr. *Benj G. Orr, late contractor, under contract dated 9th February, 1818, in account with the United States.* **Cr.**

1830.		Subsistence.	Total.		Subsistence.	Total.
March 20	To balance due the U States, per settlement of this date	–	$43,316 77	*By general account of moneys advanced.* For the following provisions issued under his contract aforesaid. to a company of U. S. artillery, at Savannah, Geo., under command of Lieut. Thomas M Denton, in September, 1818, per abstract herewith, viz.		
				740 complete rations, at 26 cts.	–	$192 40
				Balance due the United States	–	43,124 37
	Amount brought down -	–	$43,316 77			$43,316 77
	To balance due the U. States per contra - - -	–	$43,124 37			

TREASURY DEPARTMENT,
Third Auditor's Office, April 8th, 1830.
Stated by JNO. ABBOTT.

SECOND COMPTROLLER'S OFFICE,
April 9th, 1830.
Ex'd. E. REYNOLDS, *Ch. Clk.*

United States vs. Orr's Administrator. 1841. 49

The following abstract of issues made by the late contractor, Benjamin G. Orr, transmitted to this office by the agent of the Treasury, have already been passed to his credit, in the following settlements, viz.

At Fort Gadsden, in June, 1818, admitted to the credit of said contractor, under his contract dated 15th January, 1817, on settlement made on 20th November, 1818.

Do. in September, October, November, and December, 1818, admitted to the credit of said contractor, under his contract aforesaid, on settlement made 11th May, 1819, per voucher marked F, therein referred to.

Do. from 1st to 12th January, 1818, admitted to the credit of said contractor, under said contract, on settlement made on 18th August, 1820.

The abstract for 740 complete rations, issued at Savannah, Georgia, in September, 1818, is now admitted to the credit of said contractor, under his contract dated 9th February, 1818, leaving a balance now remaining to his debit under that contract, as follows:

Balance due the U. States, per settlement of 20th March, $1820	43,316 77
Cr. By 740 complete rations, at 26 cts. - - - -	192 40
Balance due the U. S, under contract of 9th February, 1818 -	$43,124 37

April 8th, 1830.

TREASURY DEPARTMENT,

No. 9629. *Third Auditor's Office, April 8th*, 1830.

I certify that I have examined and adjusted the account of Benjamin G. Orr, late contractor, under contract dated 9th February, 1818, and find that he is chargeable as follows, viz.

1830. March 20. To balance due the United States, per settlement of this date - - - - - - - - -	$43,316 77
And that he is entitled to a credit of 740 complete rations, issued under his contract aforesaid, to a company of U. S. artillery at Savannah, Geo., under command of Lieut Thomas W. Denton, in September, 1818, amounting to - -	192 40
	$43,124 37

Leaving him indebted to the United States, under his contract dated 9th February, 1818, in the sum of forty three thousand one hundred and twenty-four dollars and thirty-seven cents, on account of subsistence, as appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon

PETER HAGNER, *Auditor.*

To ISAAC HILL, Esq.
Second Comptroller of the Treasury.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance, this 9th day of April, 1830.

ISAAC HILL, *Second Comptroller.*

TREASURY DEPARTMENT,
Third Auditor's Office, 9th April, 1830.

Pursuant to an act to provide for the prompt settlement of public accounts, approved 3d March, 1817, I, Peter Hagner, Third Auditor of the Treasury of the United States, do hereby certify that the foregoing transcripts are true copies of the originals on file in this office.

PETER HAGNER, *Aud.*

Be it remembered, that Peter Hagner, esquire, who certified the aforegoing transcript, is now, and was at the time of doing so, Third Auditor of the Treasury of the United States, and that faith and credit are due to his official attestations.

In testimony whereof, I, Samuel D. Ingham, Secretary of the Treasury of the United States, have hereunto subscribed my name, and caused [SEAL.] to be affixed the seal of this department, at the city of Washington, this ninth day of April, in the year of our Lord one thousand eight hundred and thirty.

S. D. INGHAM,
Secretary of the Treasury.

Remarks of the Third Auditor on certain additional credits claimed by the defendant, with the written exhibition of said credits, referred to in the exceptions at page 28.

TRANSCRIPT.

Remarks of the Third Auditor of the Treasury on the claims exhibited under the contract of Benjamin G. Orr, dated 9th February, 1818, for the revision and decision of the Second Comptroller.

Charge 1st. For provisions issued at Savannah, Georgia, in September, 1818, on an abstract not before produced, amounting to - - - - - - - - - -	$192 40
Admitted; see settlement of 8th April, 1830.	
Charge 2d and 4th. For provisions issued at Fort Gadsden, from 1st June, 1818, to 12th January, 1819, per 8th abstracts - - - - - - - - - - - -	24,118 81
And for provisions turned over to Lieut. Murdock, on the 12th January, 1819 - - - - - - - - -	4,730 86
	$28,849 67
Under Mr. Orr's contract of 15th January, 1817, he has received credit as follows, viz. For issues at Fort Gadsden, in June, July, and August, 1818, as per abstracts marked A, B, C - - - - - - - - - - - -	$9,272 27
For issues at same place, in September, October, November, and December, 1818, per voucher marked F - - -	12,624 02
For issues at same place, from 1st to 12th January, 1819, per voucher G - - - - - - - - - - - -	4,293 89
	26,190 18

And for provisions remaining on hand at Fort Gadsden, on the 12th January, 1819, and turned over to his agent, *to* Lieut. Murdock, as per voucher X No. 2 - - - 4,827 69

$31,017 87

It appears to be contended, that, for those issues at Fort Gadsden, credit should have been given in the accounts under the contract of 9th February, 1818, and not in those under the contract of 15th January, 1817.

Mr Orr's claim, however, for the provisions out of which the issues were made, (see his abstract No. 111, and statement of differences,) amounting to $31,175 72, was preferred, it will be found, under the contract of 1817, though in a form not allowable.

The provisions are shown to have been (in consequence of an order of Gen. Jackson) shipped by Mr. Orr, at New Orleans, for Fort Scott, (a post within the limits of Mr. Orr's contract,) and to have arrived in March and April, 1818, at Fort Gadsden, (a post not within those limits,) where they were received in deposite, by order of Col. Gibson, acting under the authority of General Jackson; see their certificate, marked H. Under the contract of 1817, therefore, the provisions appear to have been originally delivered, and designed for issue; and hence it was that the credits for them were given under that contract, which entitled the contractor to a higher price, by a cent and one half per ration, than the succeeding contract provided.

In the account stated 8th April, 1830, a claim was made in respect of those abstracts, and which was then disallowed.

Charge 3d Transportation of provisions comprised in abstracts of issues at Fort Gadsden, in June, July, and August, 1818, amounting to - - - - - - - - - - $895 00

The only foundation for this charge appears to be a note on the schedule of the abstract, in this form—"Transportation acct. $895" and without any testimony to show that the same is properly chargeable to the United States. The remarks on the 2d and 4th charges are, in part, applicable to this item. Had the provisions reached their destination, Mr. Orr would not have been entitled, under his contract, to any allowance for the expense of their transportation. The expense, besides, (were, if defrayed by him, of which there is no proof,) was incurred before the contract, under which the charge is made, was in operation. Disallowed.

Charge 5th. For provisions delivered to Sergeant John Price, of the 7th infantry, at Fort Gadsden, on 28th July, 1818, amounting to - - - - - - - - - - $95 53

This appears to be a new claim, and to be founded on a voucher, which, by itself, is quite insufficient to justify any credit thereon. Had the claim been exhibited in due time, the Government might, perhaps, have had an opportunity of obtaining explanatory testimony on the subject; but at this late period, that is not to be expected. It was requisite, as Mr Orr was aware, to have a voucher, certified by the commanding officer of the post at which the provisions were supplied. In the present case, the voucher is a simple receipt for the provisions, from a non-commissioned officer, unac-

companied by any requisition or authority from the commanding officer for the delivery thereof to him, or any abstract showing how the same were disposed of. They included, it will be perceived, a barrel of pork and a barrel of flour unfit for issue, a circumstance evincing that the transaction was not a regular one. The receipt is dated at Fort Gaines, 28th July, 1818, and where and when it is to be inferred, of course, that the articles were received; and if so, the contractor, in all likelihood, has already had a credit for such of them as were fit for use, on the abstracts of issues at that post—see vouchers 39 and 40 of his account—which were certified by the officer commanding at Fort Gaines, and where Mr. Orr has been credited for the issues at that post, from 29th July to the 2d October, 1818. It is highly probable, therefore, that the receipt was taken merely as a temporary voucher, to serve until a regular one should be obtained; and that to this omission of Mr. Orr to make any charge on it, is ascribable.

Charge 6th. For provisions, per receipt of T. J. Johnson, acting military storekeeper at Hartford, dated 3d October, 1818 - - - - - - - - - - - - $3,242 15

On a duplicate voucher, Mr. Orr received a credit of $3,396 20 for these provisions, on settlement of his account under his contract of 15th January, 1817, wherein he had charged for them: (see his general abstract, charged No. 51; see also official abstract and the voucher No. 51.) The provisions appear to have been, originally, under an order of Col. Bankhead, (requiring them to be sent to Hartford,) received at Darien, for that purpose, on the *2d April*, 1818; but the then transportation thereof was prevented by the enemy. See the certificate of H. Hanford, the storekeeper, filed with the voucher.

Charge 7th. For provisions delivered to Lieut. Forsyth - $3,995 77

Mr. Orr's account under his contract of the 15th January, 1817, contains a charge for those provisions, and for which he, on settlement thereof, received a credit of $4,082 13: (see his general abstract, charge No. 50, and the official abstract and voucher No. 50.) The provisions were delivered to Lieut. Forsyth, it will be seen, on the 13th April, 1818, being before the contract, under which the present charge is preferred, was in operation.

Charge 8th. For 25 gallons spirits, represented, on certificate of James McCormick, the contractor's agent, and Captain Clinch, the commanding officer, to have been, according to their belief, taken from the contractor's store by the troops of the United States, in October, 1818 - - - - $48 00

No claim in this voucher can be found to have been previously made; if the deposition of the contractor's agent was given, the charge, it is considered, would be admissible. See the sixth article of the contract.

Charge 9th. For provisions stated to have been condemned and wasted, in consequence of proper store-houses not being provided by the public, at Fort Gadsden, and for 5 beef cattle detained by Lieut. Arbuckle at Fort Scott, 1st June, 1819, for want of proof of their being the property of the contractor $1,087 36

The testimony adduced in support of this charge is considered quite inadequate to justify any allowance thereon, especially with regard to the provisions alleged to have been damaged and wasted at Fort Gadsden, by reason of the public not having provided proper store houses for the contractor at that post.

For any damage or loss thus arising, *Fort Scott* was not the place for a survey that should have been held soon after the happening thereof, and at *Fort Gadsden, under an authority from the commanding officer at that post.* The garrison order and report, of which copies are exhibited, have, besides, no apparent relation to a survey for the purpose of ascertaining any damage or loss of this nature. The surveyor's report does not specify the degree of damage: it describes 13 barrels of pork, 48 barrels of flour, and 4 boxes of candles, as "*not good, not merchantable*"—but not that those articles were valueless. No *condemnation* thereof is found to have ensued, nor are they proved to have been taken from the contractor by, or by the order, of any officer of the United States.

Mr. McCormick, it is observed, in his deposition, states that *after* the said provisions were taken, by order of Major Twiggs, out of his possession, the meat parts were given to the soldiers to make soup of; but his deposition contains no allegation that the provisions were thus taken out of his possession, nor does it explain by whom the meat parts were thus given to the soldiers, or what became of the flour.

The order of Major Twiggs, it will be seen, did not direct the taking of any provisions; nor does the report of the surveyors show that any were *taken.* The probable object of the survey was, that of acquiring information, not to be disputed by the contractor, as to the quantities of provisions fit for use at Fort Scott, which Major Twiggs had to rely on for the subsistence of his command at that post, and whereby he might regulate his course as to further supplies.

Independent, however, of the objections already noticed, the charge is considered untenable, by reason of the insufficiency of the testimony to establish that the unmerchantable provisions, whereon the survey was held, were part of any for which the United States were bound to provide storage at Fort Gadsden, and become unmerchantable there, because they did not provide proper store-houses for the same. Mr. McCormick, whose deposition contains an allegation that they were part of the large quantity deposited at Fort Gadsden, by order of General Jackson, in the spring of 1818, is not shown to have had the means of acquiring any actual knowledge of this fact. He was the agent at *Fort Scott.* At Fort Gadsden, Mr. McGregor appears to have been the agent, and from him there is no testimony on this point.

A letter of a non-commissioned officer, written at the instance of the contractor's agent, without the sanction of the commanding officer of the post, and long, too, after the occurrence of which it treats, as that of Quartermaster Sergeant Caldwell appears to have been, is not considered as admissible evidence; and if it were, the statement it contains is too indefinite to serve in this case. It does not profess to show that the provisions surveyed at Fort Scott were parcel of those he mentions to have been injured at Fort Gadsden; neither does Mr. Slattings' certificate of the 17th March, 1819, prove that the whiskey it mentions was part of any which had been wasted in the way described at Fort Gadsden. Mr. McGregor, as his letter evinces, sent a quantity of provisions from Fort Gadsden to Fort Scott, in *December,* 1818, but of their identity as part of those deposited at Fort Gadsden by

order of General Jackson, in the *spring of that year*, there is considered to be no conclusive proof; the quantities thus sent, too, were, it will be seen, far less than those on which the *survey was held.*

Moreover, it will be found, on reference to the remarks on the 2d and 4th items, and to voucher No. 111 therein mentioned, that, in respect of so much of the provisions deposited at Fort Gadsden, by order of General Jackson, as *remained on hand at that post on the 16th June*, 1818, Mr. Orr made a charge of $31,175 72. The provisions thus deposited by the order of General Jackson constituted all that the United States are considered to have been bound to provide storage for at Fort Gadsden, that post not having been within the limits of Mr. Orr's contract; and, in respect of the provisions so remaining on hand there, he, as is shown in the aforesaid remarks on the 2d and 4th items, has already received credits amounting to $31,017, 87.

Charge 10th. Transportation of provisions from Fort Gadsden to Fort Scott, per receipt of J. Robb, 9th Dec. 1818 - $63
Do. of E. Isaacs, 10th January, 1819 - - - - - 72
—— $135 00

Fort Scott was a post within the limits of Mr. Orr's contract, and at which he was thereby bound to keep up a sufficient supply of provisions, and without being entitled to any allowance for the expense of their transportation thereto.

Charge 11th. For provisions issued during the months of December, 1818, January, February, March, April, and May, 1819, at Fort Hawkins - - - - - - - - $5,127 71

In support of this charge, no vouchers are produced. As regards the statement on which it rests, it is to be observed that Mr. Orr, agreeably to his contract, appears to have supplied the troops at Fort Hawkins from 1st June to the 30th November, 1818, and to have, on the abstract of his issues there, during this time, received credits as follows, viz.

For issues to the troops - - - - - - - - $3,888 49
Do. to Indians - - - - - - - - - 1,239 09
$5,127 57

At the end of that period, he failed to supply the troops at Fort Hawkins, and, in consequence whereof, provisions were purchased by Charles Bullock, and with the cost of which, being $3,415 78, Mr. Orr, it will be found, was debited; and on the certified abstracts of the issues of those provisions at Fort Hawkins, from 1st December, 1818, to the 31st May, 1819, (see official statement, entry marked X, and vouchers numbered 1, 2, 3, 4, 5, and 6,) he received a credit, at his contract price, amounting to $2,609 61.

Charge 12th. For issues at Fort Gaines, in June, July, October, November, 1818, and February, March, and May, 1819 - - - - - - - - - - - - $1,052 89

This charge, also, is unsupported by vouchers. For all the issues at Fort Gaines, for which Mr. Orr furnished the abstracts, he has been already

credited. Without other regular abstracts, evidencing *him* to have supplied the troops at Fort Gaines during the intervening period, no further credit can be given.

Charge 13th. For issues at St. Marks, from 1818 to 31st May, 1819 - - - - - - - - - - - $18,446 74

Respecting the statement on which this charge (wholly unsustained by vouchers) is made, it is to be observed, that Fort St. Marks was not within the limits of Mr. Orr's contract.

For large quantities of provisions furnished by Mr. Orr for the troops at that post and Pensacola, the account under his contract contains charges (see vouchers No. 81, 85, and 86) whereon he received a credit of $30,238 27. Those provisions were received at Fort Gadsden, and those for St. Marks were transported thereto at the expense of the United States, and where the issues were made at their expense, by a person specially appointed for the purpose, whose vouchers have been rendered to this office, and with which Mr. Orr, of course, had no concern.

Charge 14th. Short credit for rations issued at Fort Hawkins, from 1st June to 30th November, 1818 - - - - $1,239 22

The remarks on the 11th charge manifest that there was no such short credit as is supposed.

The before mentioned charges, for the causes assigned, are all considered inadmissible.

TREASURY DEPARTMENT, *Third Auditor's Office, May 4th*, 1830.

PETER HAGNER, *Auditor.*

To ISAAC HILL, Esq., *Second Comptroller.*

TREASURY DEPARTMENT,

Second Comptroller's Office, May 5th, 1830.

I hereby certify that I have carefully examined the foregoing statement of claims, exhibited under the contract of Benjamin Grayson Orr, dated the 9th February, 1818, and also the statement and remarks of the Third Auditor thereon, with the vouchers and evidences referred to by him, and am satisfied that his conclusions thereon stated are correct.

ISAAC HILL, *Second Comptroller.*

TREASURY DEPARTMENT,

Third Auditor's Office, June 6th, 1831.

Pursuant to an act to provide for the prompt settlement of public accounts, approved 3d March, 1817, I, Peter Hagner, Third Auditor of the Treasury of the United States, do hereby certify that the foregoing transcript is a true copy of the original on file in this office.

PETER HAGNER, *Aud'r.*

Be it remembered, that Peter Hagner, esquire, who certified the foregoing transcript, is now, and was at the time of doing so, Third Auditor of the

Treasury of the United States, and faith and credit are due to his official attestations.

In testimony whereof, I, Samuel D. Ingham, Secretary of the Treasury of the United States, have hereunto subscribed my name, and caused [SEAL.] to be affixed the seal of the department, at the city of Washington, this sixth day of June, in the year of our Lord one thousand eight hundred and thirty-one.

S. D. INGHAM,
Secretary of the Treasury.

Additional credits claimed by defendant.

United States vs. B. G. Orr's administrator, and his sureties on the collateral bonds of the 9th February, 1818, to secure the execution of the contract of that date for the State of Georgia.

Credits claimed for the contractor and his sureties, against the advances to him under *this contract*, not being passed to his credit in the official account produced on the part of the United States in these suits.

Certified abstracts issued at Savannah, Sept.			1818	- -	$192 40
Do.	do.	Fort Gadsden,	June,	"	
Do.	do.	do.	July,	"	
Do.	do.	do.	Aug.	"	
Do.	do.	do.	Sept.	"	
Do.	do.	do.	Oct.	"	
Do.	do.	do.	Nov.	"	
Do.	do.	do.	Dec.	"	
Do.	do.	do.	Jan.	1819	
Total amount, in money, of these last mentioned eight abstracts, according to our computation - - - -					24,118 81
Transportation account, noted in Mr. McKeever's schedule, of three of these abstracts, to wit: June, July, and August, 1818, (see the paper among the public documents) - -					895 00

Note. These eight abstracts for Fort Gadsden are not disputed, otherwise than being said to have been credited under Mr. Orr's prior contract of the 15th January, 1817, for South Carolina and Georgia. Whether the transportation account for $895 has also been so credited, is not known. However that be, we think they were improperly brought into that account, and claim to have them transferred to the credits in this. It seems now that all these eight abstracts, or duplicates of them, as well as Mr. McKeever's schedule of the three of them, were filed in the Third Auditor's office, which was unknown to us before. Six of them, with the Savannah abstract, were found during the trial among Mr. Orr's papers, and are all herewith sent.

Voucher No. 1, herewith. Certified inventory of the provisions turned over by the contractor to Lt. G. Murdock, at Fort Gadsden, January 12th, 1819 - - - - - - -	4,730 86
No. 2, herewith. Receipts of Sergt. Price, Q. M., for provi-	

sions delivered to him for issues by the contractor at Fort Gaines, 28th July, 1818		$ 95 53
No. 3, herewith. Do. T. J. Johnson, mil. storekeeper at Hartford, 3d October, 1818		3,242 15
No. 4, herewith. Provisions delivered by the contractor to Lieut. Forsyth, and sent to Amelia Island, by order of Major Davis, in June, 1818, per depositions of J. Franks and W. Brooks		3,995 77
No. 5, herewith. Do. taken from the contractor's store at Fort Scott, per Captain Clinch's certificate, 8th Oct. 1818		52 00
No. 6, herewith. Do. condemned and wasted, in consequence of proper storehouses not being provided by the public at Fort Gadsden. This loss, ascertained by regular survey, &c. at Fort Scott, in December, 1818, when the provisions were brought to that post from Fort Gadsden, per J. McCormick's deposition, and the survey and other documents thereto annexed, corroborated by John McGregor's account of provisions shipped from Fort Gadsden to Fort Scott, on the 5th Dec. 1818; Jno. Stalling's certificate, 7th March, 1819; and Q. M. Serg't D. Caldwell's certificate, 7th June, 1819		1,087 36
No 7, herewith. Transportations of provisions from Fort Gadsden to Fort Scott, 9th Dec. 1818, per J. Robb's receipt	$63 00	
No 8, herewith. Do. do. do. 10th January, 1819, per E. Isaac's receipt	72 00	
		135 00
No. 9, herewith Abstracts of issues at Fort Hawkins, Dec. 1818, January, February, March, April, May, 1819		5,127 71
No. 10, herewith. Do. do. Fort Gaines, June, July, October, November, 1818, February, March, May, 1819		1,052 89
No. 11, herewith. Do. do. Fort St. Marks, from June 1, 1818, to May 31, 1819		18,446 74
		$63,132 22
Short credit in the official account A, for rations and parts rations issued at Fort Hawkins from 1st June to 30th November, 1818, being therein credited to amount	$3,888 49	
Whereas the abstracts show the true amount to be	5,127 71	
Difference		1,239 22

See our calculation of these abstracts in our No. 9, where we have taken them as the rule to obtain an average for the last six months.

N B. We object to the rates at which the provisions received by the contractor's agent of the commissaries, &c. are charged in the official accounts, and contend that the rations and parts rations so charged, if chargeable at all, which we deny, shall be reduced to the rate of 15 cents for a complete ration, which is the very highest the ration would have cost the contractor, if a fair opportunity to supply the rations had been allowed him. As to the fresh beef charged upon those receipts, we contend that if *charge* at all, which we deny, it shall be rated at only 2½ or 3 cents per lb. instead

of 9 cents, charged in the official accounts, and that credits shall be entered for all these rations at the contract price.

Vouchers accompanying the foregoing statement of additional credits.

VOUCHER No. 1. (*a.*)

Inventory of provisions on hand at Fort Gadsden, E. Florida, January 12th, 1819, the property of Benjamin G. Orr, esq. late contractor for the posts of Fort Gadsden and Fort St. Marks.

Pork.		Whiskey.		Soap.		Candles.		Salt.	
Barrels.	Rations.	Gallons.	Rations	Pounds.	Rations.	Pounds.	Rations.	Bushels	Rations.
46½		1834½		96		103½		7	

FORT GADSDEN, *East Florida.*

Rec'd of John McGregor, agent for Benjamin G. Orr, esquire, army contractor for the State of Georgia, forty-six and a half barrels of pork, one thousand eight hundred thirty-four and a half gallons of whiskey, ninety-six pounds of soap, one hundred three and a half pounds of candles, seven bushels of salt.

Received, also, on the above date, three steelyards; two weights, two hundred and fifty; one weight of four hundred and fifty; one pair scales and weights, eight pounds; two brass cocks for liquor; two gallon measures; one quart measure; one pint measure; one gill measure; three patent double bolted padlocks.

Signed duplicates.

GEO. MURDOCK,
Lt. and Q. Master 7th Inf'y.

VOUCHER No. 2. (*a.*)

FORT GAINES, *July 28th*, 1818.

Rec'd of B. G. Orr, army contractor, six hundred and five rations of pork, and three hundred and thirteen rations of flour, twenty two pounds of soap, and sixty-one pounds of candles issuable, and one barrel of pork, and one barrel of flour, damaged, unfit for use.

JOHN PRICE,
Serg't 7th Infantry.

VOUCHER No. 3. (*a.*)

HARTFORD, *October 3d*, 1818.

Received of John Frank, principal agent to B. G Orr, army contractor for the State of Georgia, nine thousand nine hundred and thirty rations of flour, sixteen thousand four hundred rations of *f*ork, twelve thousand seven hundred and twenty rations of whiskey.

T. J. JOHNSON,
Act'g Military Storekeeper.

VOUCHER No. 4.

GEORGIA, CAMDEN COUNTY, } *Town of St. Marys.* }

Appeared before me, Belton A. Clapp, a notary public, John Frank, who being duly sworn, *sais*—That he delivered to the charge of Henry Harford, on the 19th of February, 1818, (agreeably to the requisition of Major James Bankhead, commanding officer at Fernandina, Amelia Island, dated 29th of January, 1818) the following provisions, to wit:

Two hundred and a half barrels of flour;
Ninety-two barrels of beef;
Eight barrels of ship bread;
Eight hogsheads of rum;
Twelve barrels of vinegar;
One barrel of salt;
Thirty-seven boxes of candles and soap.

That the said Henry Harford shipped from Darien to Hartford, as per bill of lading, signed by Dana & Miles, dated 3d of April, 1818, the following of the above provisions, to wit:

One hundred barrels of flour;
One hundred barrels of beef;
Three hundred and twenty-five gallons of rum;
Six hundred and twenty six lbs. of soap;
Four hundred twenty-five and a half lbs. of candles;
And twelve bushels of salt.

That the said provisions arrived at Harford, and that Thomas Holiday, contractor's agent, paid freight for the above on its arrival, as per receipt of Henry Dana for the same.

That the said Henry Harford, on the 13th of April, 1818, also shipped at Darien for Hartford aforesaid, on board of a boat purchased by the contractor's agent, A. D. Stewart, another parcel of provisions, part of the first mentioned quantity (the whiskey excepted) as per bill of lading then and there signed by R. M. Forsyth, as a lieutenant in the United States' army, being the following, to wit:

Fourteen thousand seven hundred and twenty rations of beef;
Eleven thousand three hundred and ten rations of flour;
Twenty-two thousand three hundred and sixty-eight rations of whiskey;
Thirty-six thousand rations of vinegar;
Six hundred and forty rations of bread;
And four thousand eight hundred rations of salt.

That the said Forsyth then and there took charge of the above provisions with a detachment of United States' troops, and proceeded up to Reed's Bluff, seventeen miles above Darien, and there remained until on or about the fourth of June succeeding; that the said boat returned to Darien under the charge of a Sergeant Camp on or about the fifth of June aforesaid; that Major Davis, assistant inspector general of the United States' army on or about that time arrived at Darien, and inspected the abovementioned provisions without giving any notice of his intention of doing so, either to the contractor or any of his agents, as Major Davis himself afterwards informed deponent; that he condemned a part of said provisions, and ordered that the balance should be sent to Amelia Island; that, pursuant to the directions of the said Davis, the provisions condemned were sold by a Mr. Coffee, an

auctioneer, at Darien. And your deponent further saith, that neither the contractor, Benjamin G. Orr, or any of his agents, have received any part of the proceeds of the condemned provisions sold, or any part of the provisions sent to Amelia Island, or any part of the proceeds thereof in any manner whatever.

JOHN FRANK,
Cont'r's Agent.

Sworn to before me, this 2d day of February, 1819, as witness my hand and seal of office.

[SEAL.] BENTON A. CLAPP, *Not. Pub.*

GEORGIA, CAMDEN COUNTY, } *Town of St. Marys.* }

Appeared before me, Wilson Brooks, a contractor's agent stationed at St. Marys, who, being duly sworn, says that no part of the provisions stated in the above affidavit to have been shipped in a boat under his command of Lieut. Forsyth, or the proceeds thereof, ever come into the possession of deponent as agent of B. G. Orr, contractor.

WILSON BROOKS,
Contractor's Agent.

Sworn to before me, this 2d day of February, 1819, as witnesseth my hand below, and seal of office affixed above.

BENTON A. CLAPP, *Not. Pub.*

VOUCHER No. 5. (*a.*)

FORT SCOTT, *Oct. 8th*, 1818.

The United States of America to Benjamin G. Orr, Dr.

To 25 gallons spirits taken from the contractor's store at this post on the nights of the 6th and 7th instant, by troops of the United States, at 1 92 cents per gallon - - - - - - $48 00

I certify I missed liquor from the contractor's store at sundry times, but particularly on the nights mentioned; and I have every reason to believe that it was taken by troops of the United States.

JAMES McCORMICK,
Agent for B. G. Orr, Army Contractor.

I certify, on honor, that I have every reason to believe that the above mentioned liquor was taken from the contractor's store by troops of the United States.

J. J. CLINCH,
Capt. 7th Inf'y.

VOUCHER No. 6. (*a.*)

DISTRICT OF COLUMBIA, } *County of Washington,* } *to wit:*

On this 10th day of July, 1819, personally appeared before me, the subscriber, a justice of the peace for the county aforesaid, James McCormick, late contractor's agent at Fort Scott, in the State of Georgia, and made oath on the Holy Evangelists of the Almighty God, that the annexed copy of Brevet Major Twiggs' garrison order, dated the 10th December, 1818, as

well as the annexed copy of the report of Lieut. Berryman and Mr. John Stallings, are true copies of the original; and that the provisions condemned were sent up by order of Brevet Major Twiggs in November and December, 1818, from Fort Gadsden, being a part of the large quantity deposited at that post by order of Major General Jackson, in the spring of 1818, and which had been there lying exposed (by reason of the insufficiency of bark roofs of the storehouses) to the sun and rain, and which, in the opinion of the deponent, was unfit for use prior to its shipment from Fort Gadsden to Fort Scott; and that the deficiency of liquor was occasioned by the loss of hoops from the barrels, proceeding from the same cause; and that the loss of liquor, so sustained, was equal to one fourth

Further the deponent saith, that, after the said provisions were taken, by order of brevet Major Twiggs, out of his possession, the meat parts was given to the soldiers to make soup of.

Further the deponent saith, that he is wholly ignorant of any further supplies of provisions by the United States to the contractor, than those which is stated in his general provision account, dated this day, and subscribed by him in my presence, from the 19th September, 1818, to the 6th day of June, 1819, excepting five thousand complete rations sent to Fort Gaines in March, 1819, by order of Lt. Col. Arbuckle, and which provisions was purchased by Asst Dep Qr. Mr. Gen. Spencer, in New Orleans, in the early part of eighteen hundred and nineteen.

Further, on the deponent's application to Lt. Col. Arbuckle, to know if he intended to permit the said 5000 complete rations to be issued in the contractor's name, he, the said Lt. Col. Arbuckle, declined doing so, saying they would be issued under the inspection and in the name of the acting quartermaster.

Further the deponent saith, that, on or about the 23d of January, 1819, a large quantity of corn was purchased by order of Bt. Major Twiggs, a small quantity thereof was issued to the troops by the acting qr. master, in lieu of flour, and the remainder used for the public horses and for planting; and further, that he does not believe that vouchers for issues made at either place, by the quartermaster, was inserted, directly or indirectly, in the abstracts of the said contractor.

With respect to the five head of cattle, to which Lieut. G. Murdock refers to in his certificate hereto annexed, dated 1st June, 1819, the deponent states that he received them of Mr. Locock, in quality of contractor's agent at Forts Scott and Gaines, and that he has every reason to believe they are the property of the contractor. And further, on the 30th Nov 1818, Capt. Clinch, then commanding Fort Scott, would not permit him to have one of the said cattle killed for issue.

The deponent states, that the beef he received of the United States, with the exception of two yearlings, weighing two hundred and eighty pounds, was part of the stock purchased by Asst. Dep. Qr. Mr. Gen. Spencer, from Brockman Rossian, in Aug. and Sept. 1818.

JAMES YOUNG.

Brevet Major Twiggs' Garrison Order.

FORT SCOTT, *Dec 10th*, 1818.

Garrison Orders.—Lieut. Berryman, together with such person as the contractor's agent may designate, will make a strict examination of the pro-

visions on hand at this post, and report their opinion of its credibility.

(Signed) D. E. TWIGGS,
Bt. Maj. Comd'g.

(Certified copy.) WM. N. BRONAUGH.

Report of Lt. Berryman and Mr. John Stallings.

FORT SCOTT, 10*th Dec.* 1818.

Agreeably to your order, we have made a survey of the provisions at this post, and find the following to be a true statement, viz.

Good.	32 barrels of merchantable pork.		
	32 do.	do.	flour.
	17 do.	do.	*of* spirits.
	4½ boxes	do.	*of* candles.
	13 do.	do.	*of* soap.
Not good.	13 barrels of pork, not merchantable.		
	48 do. of flour,	do.	
	4 boxes of candles,	do.	

H. BERRYMAN, *Lt. 7th Infantry.*
JNO. STALLINGS, *on the part Contractor.*

To Major D. E. TWIGGS, *Comd'g Fort Scott.*
True copy: W. N. BRONAUGH, *Lt. 7th Inf'y.*

Certificate of Lt. Geo. Murdock.

FORT SCOTT, *June 1st*, 1819.

There is now at this post five head of cattle, which Mr. Lacock turned over to the present agent, (Mr. McCormick.) A doubt having arose with Lt. Col. Arbuckle, whether the cattle *does* not belong to the United States, induces him to detain the cattle from the agent until proof can be given of their being the property of the contractor, when he will be entitled to be credited with them.

GEO. MURDOCK,
Done in duplicates. *Lt. and Qr. Master 7th Inf'y.*

Shipment of provisions by Jno. McGregor.

FORT GADSDEN, 5*th Dec.* 1818.

SIR: I have just time to inform you that I shipped on board the barge Peacock, on the first instant, for your post,

19 barrels pork,
35 barrels flour,
7 barrels whiskey—228 gallons,
5 boxes soap—275 lbs.,
4 boxes candles—145¾ lbs.
Freight, one dollar per barrel.
I hope you will receive the whole safe.

Yours, respectfully, JNO. McGREGOR.

Mr. JAMES MCCORMICK.

Certificate of John Stallings.

FORT SCOTT, (Ga.) 17*th March*, 1819.

I certify that I was present yesterday, in the contractor's store, when Mr. James McCormick had two barrels whiskey rolled down and opened, by knocking out one head of each; and that marked to contain thirty-seven

gallons was not full, and, on filling it, found it to require twelve and a half gallons to fill it; the other not being so large a cask, required a proportionate quantity. It was marked to contain thirty-five gallons.

JNO. STALLINGS.

Certificate of D. Caldwell, Qr. Master Sergt. 7th Inf'y.

FORT SCOTT, *June 7th*, 1819.

SIR: On your first application for a certificate, I felt (as I have at all times) a delicacy in giving a written opinion, when it was probable oral testimony would be required; but, on mature deliberation, believe it my duty to make the following statement: That, owing to the extreme bad situation of the store houses at Fort Gadsden, in 1818, the contractor's provisions were injured; on the 2d of May, the rations at Fort Gadsden were in good condition, but the rain falling through the temporary bark roofs, soured the flour; the spirits and pork lost their hoops, which caused the former to lose from 5 to 10 gallons in the barrel, and the latter to lose its brine: consequently became tainted, and lost weight.

In haste, yours, &c. D. CALDWELL,
Qr. Mr. Sergt. 7th.

VOUCHER No. 7. *(a)*

FORT SCOTT, *Dec. 9th*, 1818.

Received of James McCormick the sum of sixty-three dollars, being in full for the transportation of sixty-three barrels of provisions from Fort Gadsden to this post, at one dollar per barrel.

J. ROBB.

VOUCHER No. 8. *(a)*

FORT SCOTT, 10*th January*, 1819.

Received from James McCormick, contractor's agent at this post, the sum of seventy-two dollars, being in full for the transportation of fifty barrels of provisions from Fort Gadsden to this place.

(Signed duplicate) ELIJAH ISAACS

VOUCHER No. 9. *(a)*

Abstracts of provisions issued during the months of December, 18'8, January, February, March, April and May, 1819, to troops of the United States, &c. at Fort Hawkins, Georgia, by B. G. Orr, contractor for the State of Georgia.

	Complete rations.	Meat rations.	Flour rations.	Whiskey rations.	Pounds candles.	Pounds soap.	Quarts salt.	Quarts vinegar.
1818.								
December	2190	455	1888	862	15	15	47	13
1819.								
January -	2190	455	1888	862	15	15	47	13
February -	2190	455	1888	862	15	15	47	13
March -	2190	455	1888	862	15	15	47	13
April - -	2190	455	1888	862	15	15	47	13
May - -	2194	460	1889	863	15	17	50	15
6 months	13,144	2,735	11,329	5,173	90	92	285	80

13,144 complete rations, at 26 cents	$3,417 44
2,735 rations meat, at 9 cents	246 15
11,329 do flour, at 9½ cents	1,076 25
5,173 do whiskey, at 6½ cents	336 24
90 lbs. candles, at 15 cents	13 50
92 do soap, at 10 cents	9 20
285 quarts salt, at 87½ mills	24 93
80 do vinegar, at 5 cents	4 00
	$5,127 71

Note.—We have not been able to obtain certified abstracts of the provisions issued at this post for the last six months of the contract year; but the accounting officers are in possession of such abstracts for the first six months of that year, which show issues of provisions as follows:

FORT HAWKINS.

Ascertained issues, per abstracts, for June, July, August, September, October, November, 1818, now in the hands of the accounting officers.

	Complete rations.	Meat.	Flour.	Whiskey.	lbs. Candles	lbs. Soap.	Qts. Salt.	Qts. Vinegar.
June	2,755	452	8,444					
July	3,732	2,186	2,791	5,101	90	92	285	80
August	1,430	64	64					
September	1,803							
October	2,236							
November	1,188	33	30	72				
	13,144	2,735	11,329	5,173	90	92	285	80

(See these rations and parts rations reduced to money, $5,127 71. Que. Why are we credited in the official account with only $3,888 49? Difference $1,239 22.)

13,144 complete rations, at 26 cents	$3,417 44
2,735 rations meat, at 9 cents	246 15
11,329 do flour, at 9½ cents	1,076 25
5,173 do whiskey, at 6½ cents	336 24
90 lbs. candles, at 15 cents	13 50
92 do soap, at 10 cents	9 20
285 quarts salt, at 87½ mills	24 93
80 do vinegar, at 5 cents	4 00
	$5,127 71

We take the monthly *average* of these *ascertained* issues for the first six months, and apply it to the last six months, as in our abstract on the first page of this paper.

VOUCHER No. 10. *(a)*

Abstracts of provisions issued during the months of June, July, October, November, 1818, and February, March, and May, 1819, to troops of the United States, &c. at Fort Gaines, by B. G. Orr, contractor for the State of Georgia.

1818—June	—Rations and parts rations,		30	days, at	$4 99	per diem	$149 70
July	do	do	31	do	do	do	154 69
2d to 31 Oct.	do	do	30	do	do	do	149 70
Nov.	do	do	30	do	do	do	149 70
1819—Feb'y	do	do	28	do	do	do	139 72
March	do	do	31	do	do	do	154 69
May	do	do	31	do	do	do	154 69
							$1,052 89

Note.—We have not been able to obtain the certified abstracts of the issues at this post for these seven months; but we are credited in the official account A with issues of rations and parts rations at this post for 139 days, amounting, in money, to $694 61. The daily *average* of this is about $4 99, at which rate we have computed the daily issues in the foregoing abstract.

VOUCHER No. 11. *(a)*

Abstract of provisions issued for the 12 months commencing 1st June, 1818, and ending 31st May, 1819, to troops of the United States, &c. at Fort St. Marks, E. F. by B. G. Orr, contractor for the State of Georgia.

Months.	No. of days.	No. of rations per day.	No. of rat.'s in each month.	Total number of rations for the twelve months.	Dollars.
1818—June	30	243	7,290		
July	31	182	5,642		
August	31	194	6,014		
Sept.	30	178	5,440		
Oct.	31	178	5,518		
Nov.	30	194	5,820		
Dec.	31	219	6,789		
1819—January	31	182	5,642		
Feb'y	28	182	5,096		
March	31	194	6,014		
April	30	189	5,670		
May	31	196	6,014		
				70,949, at 26 cts.	18,446 74

Note.—We have not been able to obtain the certified abstracts for the provisions issued by the contractor at this post during these twelve months, but have supplied them in the following manner: we have obtained from the official returns in the Adjutant General's office the number of troops, in each month, stationed at St. Marks, as far as these returns go. These returns, however, are imperfect, and only show the *aggregates* (that is, not distin-

guishing rank and file from officers, women, &c.) for eight out of the twelve months, to wit:

1818—June	243	
July	182	
September	178	
October	178	
December	219	
1819—January	182	
February	182	
April	189	——1553

In order to apportionate the numbers of troops for the four months, (August and November, 1818, March and May, 1819,) for which there are no returns in the Adjutant General's office, we take the *average* of the eight months, for which returns are found there, to wit: 8) 1553(=194—being the average for each of the four months wanted. We have then charged the *daily issues* in each month, according to the number of troops so found, from the returns in the Adjutant General's office, to have been stationed at St. Marks in that month.

These returns do not distinguish rank and file from *officers*, who probably drew rations in kind at that remote post; nor do they include Indians and women. So we consider our claim to credits for provisions issued at St. Marks greatly understated when we claim to be allowed only *one* ration per day for each man shown by the returns, in the aggregate number of troops in each month. The extra rations for officers, Indians, and women, would have given a much larger amount than we claim.

The grounds on which we claim these credits appear to us perfectly unexceptionable. St. Marks was notoriously included in the same *military department* as Fort Gadsden, in E. Florida, Forts Scott and Gaines, &c. in Georgia, ever after the capture of St. Marks, in 1818; and had always, while in possession of our troops, been supplied by the *Georgia* contractor till June, 1819, when the commissary general's department came into operation. Requisitions were made by the military commandant of the department upon the Georgia contractor for St. Marks in common with the other posts, and alleged failures and supplies at that post are debited and credited in the official accounts, under both the contracts of 15th January, 1817, and 9th February, 1818. In the official account, under this last contract, (see F and the other documents in support of the charge,) a *failure* is complained of in August, 1818, at this very post, among others, and purchases ordered at the risk, and on account of, the *Georgia* contractor, to supply that in common with other posts in the same department. Now, if the contractor had failed to supply St. Marks at any other time during his contract year, would not similar complaints have been made and similar purchases ordered? The absence of these show that he did supply through the year. Besides, if any one but the contractor did supply St. Marks, there must necessarily be documents in the hands of the accounting officers to show it.

Extract from the records of the Adjutant General's office, showing the number of troops at the post of the ***Fort St. Marks,*** at the dates herein stated.

1818.	Aggregate.	1819.	Aggregate.
June - - - -	243	January - - - -	182
July - - - -	182	February - - - -	182
September - - -	178	April - - - -	189
October - - - -	178		
December - - -	219		

The returns do not separate the commissioned officers from the rank and file, nor is there any record of the strength of this post for the months of August and November, 1818, or for March, 1819.

R. JONES,
Adjutant General.

ADJUTANT GENERAL'S OFFICE,
Washington, April 13th, 1830.

Contract entered into by B. G. Orr, on the 15th January, 1817, referred to in exceptions at page 28.

Articles of agreement made on the fifteenth day of January, Anno Domini one thousand eight hundred and seventeen, between George Graham, Acting Secretary for the Department of War of the United States of America, of the one part, and Benjamin G. Orr, of the District of Columbia, of the other part.

This agreement witnesseth, that the said George Graham, for and on behalf of the United States of America, and the said Benjamin G. Orr, his heirs, executors, and administrators, have mutually covenanted and agreed, and by these presents do mutually covenant and agree, to and with each other, as follows, viz.

First. That the said Benjamin G. Orr, his heirs, executors, or administrators, shall supply and issue all the rations, to consist of the articles hereinafter specified, that shall be required of him or them for the use of the United States, at all and every place or places where troops are or may be stationed, marched, or recruited, within the limits of the States of South Carolina and Georgia including that part of the Creeks' land lying within the territorial limits of the said State of Georgia, thirty days' notice being given of the post or place where rations may be wanted, or the number of troops to be furnished on their march, from the first day of June, one thousand eight hundred and seventeen, until the thirty-first day of May, one thousand eight hundred and eighteen, inclusive, at the following prices, that is to say: for every complete ration issued within the State of South Carolina, the price thereof shall be twenty-two cents; and for every complete ration issued within the State of Georgia, including that part of the Creeks' land lying within the territorial limits of the said State of Georgia, the price thereof shall be twenty-seven cents five mills. Where the price of the ration is twenty-two cents, the prices of the component parts thereof shall be, for bread or flour, eight cents; meat, seven cents five mills; liquor, five cents five mills; small parts, one cent. Where the price of the ration is twenty-seven cents five mills, the prices of the component parts thereof shall be, for bread or flour, ten cents; meat, ten cents; liquor, six cents; small parts, one cent five mills. Where the price of the ration is twenty-two cents, the prices of the component parts of the small parts thereof shall be, ten cents per pound for soap; twenty-five cents per pound for candles; five cents per quart for salt; and three cents one mill and a quarter of a mill per quart for vinegar. Where the price of the ration is twenty-seven cents five mills, the prices of the component parts of the small parts thereof shall be thirty cents per pound for candles; twelve cents five mills per pound for soap; ten cents per quart for salt; and eight cents seven and a half mills per quart for vinegar.

Second. That the rations to furnished and delivered in virtue of this contract shall consist of the following articles, viz. one pound and a quarter of beef, or three quarters of a pound of pork; eighteen ounces of bread or

flour; one gill of rum, whiskey, or brandy; and at the rate of two quarts of salt, four quarts of vinegar, four pounds of soap, and one pound and a half of candles, to every one hundred rations.

It is understood, that it shall be at the option of the general, or officer commanding an army or a military department, in all cases not otherwise provided for by this contract, to direct when and how often fresh or salt meat shall be issued, by general orders, to be promulgated a reasonable time before the issue is to commence; that the contractor shall always issue flour two days in every week, and the option of bread or flour for the remainder of the week to be with the contractor.

Third. That supplies shall be furnished by the said Benjamin G. Orr, his heirs, executors, or administrators, at the fortified places and military posts that are or may be established in the limits aforesaid, upon the requisition of the commandant of the army, or a post, in such quantities as shall not exceed what is sufficient for the troops to be there stationed for the space of three months in advance, in good and wholesome provisions, consisting of due proportions of all the articles forming the ration.

It is understood, that, if the contractor shall be required to deposite provisions at one place or post, and shall afterwards be required to move them, to be delivered at another place or post, the expense of transportation to such other place or post shall be borne by the United States. It is also understood, that all supplies are to be originally delivered at the posts where they may be required, without expense to the United States.

Fourth. That whenever, and as often as the provisions stipulated to be furnished under this contract shall, in the opinion of the commanding officer of the post or place where they are offered to be issued, be unsound, unfit for use, or of an unmerchantable quality, a survey shall be held thereon by two disinterested persons, one to be chosen by the commanding officer, and the other by the said Benjamin G. Orr, or his agent, and, in case of disagreement, a third person to be chosen by mutual consent, who shall have power to condemn such part of the provisions as to them may appear to be unfit for use. But, if the said Benjamin G. Orr, or his agent, shall fail or neglect to appoint a person to inspect the said provisions, after reasonable notice in writing, it shall be permitted to the said commanding officer to appoint such persons as he may think proper to inspect the provisions, under oath, with power to condemn as aforesaid. And all provisions condemned by such survey or inspection may be destroyed by the commanding officer.

Fifth. That the commanding general, or person appointed by him, at each post or place, in case of absolute failure or deficiency in the quantity of provisions contracted to be delivered and issued, shall have power to supply the deficiency by purchase at the risk and on account of the said Benjamin G. Orr, his heirs, executors, or administrators.

Sixth. That all losses sustained by the depredations of an enemy, or by means of the troops of the United States, in articles intended to compose rations to be issued under this contract, being the property of the contractor, as well as in other property necessarily used in transporting the same, shall be paid for at the contract price of the rations, or the component parts, and at an appraised value of the other articles, on the deposition of one or more creditable characters, and the certificate of a commissioned officer, when the same can be obtained, ascertaining the circumstances of the loss and the amount of the articles for which compensation is claimed.

Seventh. That escorts and guards for the safety of the provisions, and for the protecting of the cattle against an enemy, shall be furnished whenever, in the opinion of the commanding officer of the army, or of any post, to whom application may be made, the same can be done without prejudice to the service; and that the said Benjamin G. Orr, his heirs, executors, or administrators, shall not be answerable for any deficiency of supplies at any of the said posts or places, if it shall appear, upon satisfactory proof, that such deficiency was occasioned by the want of proper escorts and guards.

Eighth. That at all stationary posts, proper storehouses shall be provided on behalf of the public for the reception and safe keeping of the provisions deposited, from time to time, at such posts, respectively; and the contractor shall suffer no loss for want of such stores.

Ninth. That the said Benjamin G. Orr, his heirs, executors, or administrators, shall render his or their accounts to the accountant of the Department of War, for settlement, at least once in every three months, agreeably to such form as by the said accountant may be established and made known to him or them.

Tenth That all such advances of money as may be made to the said Benjamin G. Orr, his heirs, executors, or administrators, for and on account of the supplies to be furnished pursuant to this contract, and all such sums of money as the commanding officer of the troops or recruits that are or may be within the limits aforesaid, may cause to be disbursed, in order to procure supplies in consequence of any failure on the part of the said Benjamin G. Orr, his heirs, executors, or administrators, in complying with the requisitions herein contained, shall be duly accounted for by him or them by way of set-off against the amount of such supplies, and the surplus, if any, repaid to the United States immediately after the expiration of the term of this contract, together with an interest at the rate of six per cent. per annum, from the time of such expiration until the same shall be actually repaid. And that, if any balance shall, on any settlement of the accounts of the said Benjamin G. Orr, his heirs, executors, or administrators, be found to be due to him or them for or on account of the rations which shall be supplied pursuant to this agreement, the same shall immediately be paid. And that no unreasonable or unnecessary delay on the part of the officers of the United States shall be given to the settlement of the accounts of the said Benjamin G. Orr, his heirs, executors, or administrators. Provided, however, that no Member of Congress shall be admitted to any share or part of this contract, or to any benefit to arise therefrom.

In witness whereof, the said acting Secretary of War, for and on behalf of the United States, hath hereunto subscribed his name, and affixed the seal of the War Office of the United States; and the said Benjamin G. Orr hath hereto set his hand and seal, the day and year first above written.

[SEAL OF THE WAR DEPARTMENT.]

GEO. GRAHAM,
Acting Sec'y of War.

BENJAMIN G. ORR.

Signed, sealed, and delivered, in presence of

ALEX. McCORMICK, } *Witnesses to the signing*
W. J. McCORMICK, } *of Benjamin G. Orr.*

JACOB LAUB, } *Witnesses to the signing of the*
SAML. S. HAMILTON, } *acting Secretary of War.*

Whereas, by a certain agreement, made on the fifteenth day of Jaunary, 1817, between George Graham, acting Secretary of War, and Benjamin G. Orr, of the District of Columbia, it was stipulated that the said Benjamin G. Orr shall furnish and supply the troops of the United States, according to the said agreement and contract hereto annexed

Now, therefore, it is agreed between the said George Graham and Benjamin G. Orr,

First. That an inventory shall be taken, which shall comprise all such supplies as shall have been actually delivered on or before the last day of May next, by virtue of the said agreement, and shall on that day remain unexpended, either of the deposites of the present contractors, James Roddey, of South Carolina, and John S. Thomas, of Georgia, or other public deposites, ordered by the commanding general.

Second. That the inventory shall be taken in the presence of the commanding officer of the post, and the party of the second part of this agreement, or his agent, and duplicate receipts given therefor by the said party of the second part, or his agent, expressing the quantity and quality of each article; or the said deposites may be received and receipted for by order of the commanding general, in such manner as he may direct.

Third. That the party of the second part shall account to the United States for all the supplies which shall be receipted for, as in the preceding article; he being allowed, however, a deduction of twelve and a half per cent. as a full allowance for wastage, leakage, and damage of whatever nature, excepting only such losses as may be occasioned by fire, water, an enemy, or by the troops of the United States.

Fourth. That the party of the second part shall issue all supplies as aforesaid, to the troops at the several posts, in rations, to consist as follows, viz.

Eighteen ounces of bread or flour;

One pound and a quarter of beef, or three quarters of a pound of pork;

One gill of rum, brandy, or whiskey;

And at the rate of two quarts of salt, four quarts of vinegar, four pounds of soap, and one pound and a half of candles, to every hundred rations.

Fifth. That the said party of the first part shall pay, or cause to be paid, to the said party of the second part, one cent for every ration which he shall issue as before recited, as a full compensation for his trouble and expense in issuing the same.

In witness whereof, the said acting Secretary of War, on behalf of the United States, hath hereunto subscribed his name, and affixed the seal of the War Office of the United States; and the said Benjamin G. Orr hath hereto set his hand and seal the day and year first above written.

{SEAL OF THE WAR DEPARTMENT.}

GEO GRAHAM,
Acting Secretary of War.

BENJ. G. ORR. [SEAL.]

Signed, sealed, and delivered, in presence of

ALEX. McCORMICK, } *Witnesses to the signing*
W. J. McCORMICK, } *of B. G. Orr.*

JACOB LAUB, } *Witnesses to the signing of the*
SAML. S. HAMILTON, } *acting Sec'y of War.*

Dr. *Benjamin G. Orr, under contract dated 15th January, 1817, in account with the United States.* Cr.

1817.	To accounts transferred from the books of the 2d Auditor, for this sum, standing to his debit on the books of the 2d Auditor, transferred to his debit on those of this office	–	$15,000	*By appropriation for subsistence.* For amount of supplies furnished under his contract aforesaid in the States of South Carolina and Georgia, between 1 June, 1817, and 31st May, 1818, the period contracted for, per general abstract and vouchers therein referred to, on file, viz.		
	To warrants on the Treasurer.					
May 16	To warrant No 413, for payment of his draft, favor of A. McCormick, dated 4th May, 1817, on account of said contract	$5,000		23,434 complete rations issued at Charleston, Union C. House, and James' island, in South Carolina, between 1 Sept., 1817, and 31st May, 1818, at 22 cents - -	$5,155 48	
June 4	For do. No. 522, received by him on account	5,000		For 36 lbs. guard candles -	9 00	
Sept. 13	For part of warrant No. 953, received by him on account	10,000				$5,164 48
Sept. 19	For warrant No. 972, for payment of his draft, favor R Smith, dated 22d July, 1817, on account of do	20,000		295,407 complete rations issued at Harrisburg, Augusta, Savannah, Fort Alert, Darien, Hartford, Tybee island, Fort Scott, Amelia island, Fort Gaines, Point Peter, Fort Hawkins, and Trader's hill,		
Oct. 6	For part of warrant No. 1,072, received by him on account	5,000				
Nov. 6	For warrant No. 1,219, for payment of his draft, favor R. Smith, dated 20th Sept. 1817, on account of do.	12,000				

Nov. 10	For do. No. 1,240, received by him on account	5,000	
Nov. 20	For do. No. 1,283, do.	15,000	
Dec. 8	For do. No. 1,371, do.	15,000	
Dec. 18	For do. No. 1,480, for payment of his draft, drawn by his agent, John Rogers, favor Jos. Lune, dated 17th Nov. 1817	7,500	
1818. April 20	For do. No. 1951, received by him on account	10,000	
			109,500
	To David Brearley, Col. 7th Infantry, (for subsistence.)		
	For warrant No. 1552, for payment of a draft drawn by him, favor John Thomas, dated 24th December, 1817, for provisions purchased on failure of said contractor (A)	-	10,275 62
	To Milo Johnson, Lieut. (for subsistence.)		
	For warrant No. 1843, for payment of 2 bills of exchange drawn by him, dated 24th January, '18, for provisions purchased at Forts Scott and Gaines, on failure of said contractor, viz.		
	One favor John S. Thomas, for $4,561 50; one favor Imlay		

	between 1 June, 1817, and 31 May, 1818, at 27½ cents	81,236 93
	For sundry parts of rations -	7,637 79
		88,874 72
	For amount of provisions issued at Hartford and at Fort Dean in March and May, 1818 -	- 5,235 65
	122,129 complete rations issued at Fort Gadsden in March, April, and May, 1818, at 27½ cts. - - - -	33,585 48
	For sundry parts of rations -	1,750 56
		35,336 04
	From which deduct amount of sundry parts of rations included in the abstracts of issues, and which are stated by Major Twiggs not to have been issued, the due bills given by the contractor's agent at that place remaining unpaid	909 01
		34,427 03
	For amount of provisions shipped at Fort Gadsden by order of Major Gen. Jackson, for the supply of the troops at St. Marks and Pensacola, in March, April, and May, 1818 - - - -	- 30,238 27
	For amount of 8,258¾ rations	

	Van Sciver, for 3,944 50 (B)	8,506		of meat inspected at Fort Gadsden on 26th May, and June, 1818, and found to be damaged and unfit for issue	–	$825 87
	For warrant No. 2090 for a draft drawn by him, favor O W. Callis, dated 12th February, '18, for do. at Fort Hawkins (F)	$1,698 4[illegible]				
			$10,204 49	For amount of provisions received at Darien, by Lieut Forsyth, on 13th April, 1818, and intended for the supply of the troops under command of Gen. Gaines at Hartford; part of which were found on inspection to have been damaged and unfit for issue, and accordingly sold at public auction; for the amount of which Col. Bankhead is accountable, and also for the disposition of the remainder of the provisions sent to Amelia island for the troops under his command - -	–	4,082 13
1818.	*To warrants on the Treasurer.*					
April 30	For warrant No 1985, for payment of 6 bills drawn by Major E. Cutler, dated 25th February, 1818, for provisions purchased on failure of said contractor, viz.					
	One, favor J. T. McEldon, for 274 lbs. pork, $54 80; do. E. Hays, for 9 beeves, $275; do. Geo. Keith, 1 do. $30; do. John B Brown, 402 lbs beef, $40 20; do. William Bush, 4 beeves, $55; do. Mark Cole, 1 do. $18 (C)	473 00				
	For warrant No. 1986, for payment of 3 bills of exchange drawn by Capt. G. Birch, dated 17th February, 1818,			For amount of provisions ordered by Col Bankhead, to Hartford, in January, 1818,		

	for provisions purchased on failure of said contractor, viz.				
	1 favor Brown & Livermore, for 8 beeves, $199; 1 do. John B Brown, for 2 do. $54; 1 do. E. Hays, for 30 do. $486 (D)	739 00			
May 25	For do. No. 2089, for payment of a bill of exchange drawn by Col. Arbuckle, favor of Nelson & Randolph, dated 25th March, 1818, for provisions purchased on failure of said contractor (E)	600 00			
June 3	For do. No. 2126, for payment of 2 bills of exchange drawn by Capt. Birch, dated 17th February, 1818, for provisions purchased as aforesaid, viz.				
	1 favor Jared Patterson, for $16; 1 do. Isaac Ledbetter, for $189 (G)	205 00			
	For do. No. 2127, for payment of 6 bills of exchange drawn by Major Cutler, for provisions purchased on failure of said contractor. viz				
	1 dated 28th February, 1818, favor Isaiah Bowler, for 5				
	and which were received at Darien on 2d April, 1818, to be sent to Hartford, but which could not be done on account of the enemy - - -		–		3,396 20
	For the following provisions, issued at Fort Gadsden, in the months of June, July, and August, 1818, periods after the expiration of his contract of the 15th January, 1817, here admitted to his credit at the prices therein stated, in lieu of the provisions remaining on hand at that place, as stated in voucher No. 111, on 16th June, 1818, viz.				
	25,801 complete rations, at 27½ cents - - - -		7,095 28		
	Sundry parts of rations -		2,176 99		
					9,272 27
					$181,516 62
	From which deduct amount of 10,458 camp rations, included in the abstract of issues for Fort Hawkins, numbered 74, 75, and 76, the voucher for the provisions being incorrect, as no-				

	beeves, $105; 1 dated 22d April, do. Wm. Brown, for 3 do. $65; 1 do do. Jared Patterson, for 4 do. $112; 1 do. do. Wm. Hardridge, for 11 do. $183; 1 do do. James Nall, for 3 do. $50; 1 do. do. Isaac Pitman, for 2 do. $50 (H)	$565 00				
Aug. 10	For do. No. 2447, for payment of a bill of exchange drawn by Col. Arbuckle, favor A. Mc Culloch, dated 12th February, 1818, for provisions purchased at Fort Scott, as aforesaid. (I)	1,437 37				
Aug. 11	For do. No. 2450, for payment of a bill of exchange drawn by Major Cutler, favor Jno. Brockman, dated 4th June, 1818, for 4 beeves, purchased on failure as aforesaid (K)	165 00				
Sept. 9	For do. No. 2586, for payment of provisions furnished by Jas. Barton to the troops at Augusta and Harrisburg, between 1st June and 26th			ted in statement on file herewith - - - - -	–	$2,875 95
						$178,640 67
				For the following provisions, furnished the troops at the different posts in the harbor of Charleston, S. C. under a special contract made by Major Van De Venter, in consequence of the failure of the contractor, Benjamin G. Orr, here admitted to his credit, at his contract prices, viz.		
				16,113 camp rations, in June, July and August, 1817, at 22 cents - - - -	$3,544 86	
				For 92 lbs. guard candles -	23	
						3,567 86
				Amount of provisions issued out of purchases made in consequence of the failure of the contractor, and here admitted to his credit at the prices of his contract of 15th Jan. 1817, viz. 1366 camp rations at Augusta and Harrisburg, between 1st June		

	September, 1817, on failure as aforesaid (L)	478 10		and 20th Sept. 1817, at 27½ cents - - - - -		375 65
Oct. 10.	For do. No. 2710, for payment of a bill of exchange drawn by Major Cutler, favor Jas. Johnson, dated 25th Feb'y, 1817, for 4 beeves, purchased at Fort Gaines, on failure as aforesaid (M)	130 00		6919 camp rations at Fort Hawkins and at the Creek agency, between 1st Feb. and 25th May, 1818, at 27½ cents	$1902 73	
	For do. No. 2711, for payment of a bill of exchange drawn by F. W. Brady, Q. M. 4th infy. favor Jas. Johnson, dated 10th March, 1818, for beef purchased on failure as aforesaid (N)	30 00		For sundry parts of rations issued at said places, including provisions received by sundry officers, as per statement - -	4,950 74	6,853 47
			$4,822 47			
	To Edm'd P. Gaines, Major General (for subsistence.)			1444 camp rations issued at Fort Mitchell, between 16th Feb. and 20th Sept. 1818, at 27½ cents	397 10	
May 15	For amount advanced by him to Aug's Levake, agent for said contractor, per receipt dated 19th December, 1817	–	500 00	For sundry parts of rations, including the amount of damaged provisions at said fort -	4,869 36	5,266 46
1818.	*To Christopher Van Deventer, Major (subsistence.)*					
July 13	For amount of provisions furnished the troops at the different posts in the harbor of Charleston, S. C., in June,			For 2061 rations meat, a d 2519		

	July, and August, 1817, under a special contract made by him with James Roddy, in consequence of the failure of said contractor (O)	–	$4,297 53	rations flour, issue by Lieut. Phillips at Fort Early, in Jan. and Feb. 1818 -	$458 00	
	To John S. Thomas, for subsistence.			2370 camp rations, issued by Imlay Van Sciver at the Creek agency, from 9th January to 9th March, 1818, at 27½ cents $651 75		
Jan. 21	For the difference between the prices charged by said Thomas and those as per contract of B. G. Orr, on the following provisions issued at Forts Mitchell and Hawkins, between 2d June and 30th September, 1817, in consequence of the failure of said contractor, and for which he is accountable, as per decision of the Secretary of War, viz.			Sundry parts of rations 580 20	1,231 95	
				10,490 complete rations, issued by J. R. Brooks, on the march from Hartford to Fort Scott, in February and March, 1818, at 27½ cts. $2,884 75		
				Sundry parts of rations 342 63	3,227 38	
						$17,412 91
	2245 camp rations, at 5⅚ cents	$130 96				
	120 rations meat, at 2⅓ cents	2 80				
	213 do flour, at 4 cents	8 52				
			142 28			
	To accounts transferred from the books of the 2d Auditor.					
	For this amount, standing to the debit of the contractor, Benj. G. Orr, on the books of the					

2d Auditor, transferred to his debit on those of this office, being the difference between the prices of the provisions issued by John S. Thomas, at Forts Hawkins and Gaines, Savannah and Tabee Islands, in June, July and August, 1817, and those of the contract of Mr. Orr, dated 15th January, 1817, and for which said contractor is accountable, he having failed to make the necessary supplies at those places (Q)	–	1,036 72			
To appropriation for subsistence.					
For amount of provisions delivered by John S. Thomas to Captain Donoho's company, on their march from Fort Hawkins to Fort Scott, in June, 1817, for the issue of which the contractor, B. G. Orr, has received the abstracts of issues at Fort Scott, and is therefore chargeable with the amount (P)	2,791 67				
For this amount, remaining due at Fort Gadsden on the August abstract for 1818, for			Amount brought down - -	–	$199,621 44

that place, which has been admitted without the signature of the commanding officer; see Col. Arbuckle's letter of 8th September, 1818, herewith (S.)	$1,500 00	Amount brought over - -	$199,621 44
For amount of supplies purchased by Timothy Bruin, and delivered to the contractor's agent, Clarke E. Beard, viz.			
Acc. and rec't No. 1 $760			
Do do 2 220 87			
Do do 3 155			
Do do 7 20 (T)	1,155 87		
For amount of pork and beef purchased by Lieut. Phillips at Fort Early, on failure of the contractor, per account herewith (V)	76 54		
For amount of provisions purchased by Lieut. Milo Mason, D. Q. M. G., on failure			

of the contractor, as per account herewith (W)	7,375 15		
For compensation to Captain Keiser, employed in making purchases and issues of provisions, on failure of the contractor, allowed by the Secretary of War No. 1	508 50		
For confirmation to J. J. Brooks, issuing commissary, from Hartford to Fort Early No. 2	174 00		
For draft drawn by D. Brearly at Fort Mitchell, favor of Danl. Hughes, for beef purchased for the use of the detachment, from 25th Dec. 1817, to 19th Feb. 1818, that contractor having failed to supply that part of the ration No. 3	116 87		
For compensation to Lieut. Milo Johnson, see B	112 50		
For compensation paid by Captain Bee for driving of beef cattle to Fort Gaines; see D and G - - - -	20 00		
For amount of provisions purchased by Capt. Christopher Keyer, A. D. Q. M. G. on failure of the contractor, per		Amount brought down -	$199,621 44

OFFICIAL ACCOUNTS—Continued.

abstract herewith	$30,307 29			Amount brought over -	-	$199,621 44
For amount of expenses in driving hogs, &c. per abstract - -	516 50					
For amount of expenses in building boats, &c. per abstract -	944 78					
For amount of transportation -	4,011 41					
	(X)	35,779 98				
For amount of expenditures made by Col. Brearly for the purchase of provisions, for which the contractor, B. G. Orr, is accountable	(Y)	757 80				
			50,368 88			
			206,147 99	Balance due the United States	-	6,526 55
To balance due the United States, per contra - -		-	6,526 55			$206,147 99

TREASURY DEPARTMENT,
Third Auditor's Office, November 20, 1818.
Stated by JOHN ABBOTT, *Clerk.*

TREASURY DEPARTMENT,
Second Comp.'s Office, May 6, 1819.
Ex'd. J. SEAVER.

[Marginal note referred to in page .]

Differences arising on the examination of the abstracts of issues made under contract of Benjamin G. Orr, for the States of South Carolina and Georgia, dated 15th January, 1817:

Amount of general abstract, as rendered by the contractor -	$260,563 39
Amount admitted thereon, as per official statement - -	181,516 62
Difference - - - - - - -	$79,046 77

Difference arising as follows:

Provisions overcharged in voucher No. 51 for Hartford, viz.

2,800 rations meat at 10 cents	-	-	$280	
5,120 " flour " 10 "	-	-	512	
1,648 " whiskey at 6 cents	-	-	98 88	
				$890 88

The following provisions charged on voucher No. 52, being a receipt of Lieut Wager, dated at Darien 6th January, 1818, are disallowed. Those provisions were sent to Hartford, and Lieut. Wager states it as his opinion, that they were issued on the march of the troops. The contractor having received a credit for provisions issued on the march to Fort Scott, these provisions are taken to be included in those abstracts, and, therefore, not allowed here, viz.

4,160 rations meat	at 10 cents	-	-	$416	
6,098 "	flour " 10 "	-	-	609 80	
6,144 "	whiskey " 6 "	-	-	368 64	
97½ lbs.	candles " 30 "	-	-	29 25	
280 lbs.	soap " 12½ "	-	-	35	
256 qts.	vinegar " 8¾ "	-	-	22 40	
					1,481 09

Amount of voucher No. 104, being for provisions received at Fort Mitchell by Thomas Anthony and Sergt. B. Fellinger are disallowed. They are taken into view in the issues at that place; for which the contractor has received a credit, viz.

14,429 rations flour	at 10 cents	-	$1,442 90	
1,056 "	whiskey " 6 "	-	63 36	
42 quarts	vinegar " 8¾ "	-	3 67	
				1,509 93

Amount of voucher No. 108, being for provisions sent from Fort Gadsden to Fort Scott, where the contractor issued, and received the regular abstracts of issues, are therefore here disallowed, viz.

14,933 rations meat	at 10 cents	-	$1,493 30	
14,983 "	flour " 10 "	-	1,498 30	
14,592 "	whiskey " 6 "	-	875 52	
				3,867 12

Amount of vouchers No. 110 and 112 for Pensacola, charged under contract for the States of S. C. and Georgia, are disallowed, and have been passed to the credit of Mr. Orr in account under contract for Louisiana, at the New Orleans price: (see voucher referred to in that account, and marked F, G, H, and N.) - - - - - - $41,028 06

Amount of voucher No. 111, being for provisions stated to have been remaining on hand at Fort Gadsden on 16th June 1818, are disallowed, amounting to - - - - - $31,175 72

In lieu thereof, the following issues made at that place in the months of June, July, and August, 1818, have been admitted at the prices of his contract, ending 31st May, 1818, viz.

25,801 comp. rations at	27½	cents	- $7,095 28	
9,739 rations meat	" 10	"	- 979 90	
9,371 " flour	" 10	"	- 937 10	
3,585 " whiskey	" 6	"	- 215 10	
24 pounds candles	" 30	"	- 7 20	
91 " soap	" 12½	"	- 11 37	
61 quarts salt	" 10	"	- 6 10	
1,348 rations of small parts at	1½	ct.	- 20 22	
				9,272 27
				21,903 45

In admitting to the credit of the contractor the issues at Fort Gadsden at his Georgia contract price, instead of that of Louisiana, under which latter contract they would rightfully come, I have been governed by the circumstances of these provisions having been ordered from New Orleans for Fort Scott, though, by order of Gen. Jackson, they were stopped at Fort Gadsden, and, in part, there issued.

Amount of voucher No. 93, being the issues to the troops under command of Col. Arbuckle, on their march from Camp Montgomery to Fort Gaines, from 23d October to 8th November, 1817, are disallowed in the Georgia contract, and have been passed to the credit of Mr. Orr, in account under his contract for Louisiana - - - - - - 2,097 20

The following parts of rations are disallowed from voucher No. 109 for Fort Gadsden, being the amount of due-bills given by the contractor's agent at that place, and which remains in the hands of Major Twiggs unpaid, viz.

12,250 rations whiskey at	6	cents	- -	$735
361½ pounds soap	" 12½	"	- -	45 19
241½ " candles	" 30	"	- -	72 45
644¼ quarts vinegar	" 8¾	"	- -	56 37
				901 01

The following abstracts for Savannah and Tybee island, charged by Mr. Orr, are already entered to the credit of John S.

Thomas, who furnished the supplies, and are therefore here disallowed, viz.

No. 29, for Savannah 3,496 comp. rations
56, " Tybee island 5,367 do

8,863 comp. rations, at 27½ cents $2,437 32

Also, the following abstracts again charged by the contractor, Benjamin G. Orr, and which are already entered to the credit of John S. Thomas, by whom the supplies were furnished, being for the months of June, July, and August, 1817, viz.

No. 28, for Savannah, for June, 1817, 1,130 comp. rations, and 16 lbs. candles

24,	Augusta,	July,	1,280	comp. rations
25,	Do.	August,	1,064	do
53,	Tybee island,	June,	1,784	do
54,	Do	July,	1,880	do
57,	Do	August	785	do

7,923 comp. rations,

at 27½ cents	2,178 83	
16 lbs. candles, at 30 cents	4 80	
		2,183 63
		78,307 69

(Errors disallowed.)

Charleston, 10 complete rations, over-calculated, at 22 cents $2 20

Georgia, 2,337 comp. rat.'s, over-calculated,

at 27½ cents			642 67	
203 rations meat	do.	at 10 cts.	20 30	
965⅝ " flour	do.	" 10 "	96 55½	
29 " whiskey	do.	" 6 "	1 74	
14½ lbs. candles	do.	" 30 "	4 35	
76½ quarts salt	do.	" 10 "	7 65	
1 quart vinegar	do.	" 8¾ "	8¾	
				773 35

Over-added in his general abstract—

998 rations flour, at 10 cents	99 80	
91¼ lbs. candles, " 30 "	27 87	
		127 17
		902 72

Deduct errors in his favor—

James's island,	2	comp. rat.'s, at 22 cts.	44	
Georgia,	127	do " 27½ "	34 10	
	1	ration flour,	10	
	1,240	rat.'s whiskey " 6 "	74 40	
	2	lbs. soap, " 12½ "	25	
	1	quart vinegar	8¾	
				108 93¾

Amount brought over - - -			$108	93¾
Short, added in his general abstract—				
82 comp. rations, at 27½ cents		$22 55½		
52⅙ rations meat	" 10 "	5 21		
200 lbs. soap	" 12½ "	25 06¼		
8 quarts salt	" 10 "	80		
Short, calculated on comp. rations		50		
		54 12¾		
		163 50½		
			739	22½
			79,046	91½
Fractions - - -				14
			$79,046	77

(S.) No. 4,935.

TREASURY DEPARTMENT,

Third Auditor's Office, November 20th, 1818.

I certify that I have examined and adjusted the account of Benjamin G. Orr, for supplies furnished under his contract, dated 15th January, 1817, for the States of South Carolina and Georgia, from 1st June, 1817, to 1st June, 1818, and find that he is chargeable with the following sums, viz.

Amount of warrants on the Treasury - - -	$109,500	
Accounts transferred from the books of the 2d Auditor:		
Amount standing to his debit on said books, on his contract aforesaid - - - - - -	16,036	72
Amount of provisions received by him - - -	55,191	35
Amount of purchases made by Col. Brearly, on his failure -	10,275	62
Amount of do. made by Lieut. Milo Johnson, do. -	10,204	49
Amount of do. made by Maj. Van De Venter, do. -	4,297	53
Amount of do. made by John S. Thomas, do. -	142	28
Amount advanced him by Gen. Gaines, on account of his contract - - - - - - - -	500	
	$206,147	99
And find that he is entitled for the provisions issued under his contract aforesaid, from 1st June, 1817, to 1st June, 1818, including the provisions issued out of purchases made in consequence of his failures - - -	199,621	44
	$ 6,526	55

Leaving him indebted to the United States in the sum of six thousand five hundred and twenty-six dollars and fifty-five cents, under his contract aforesaid—as appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

(Signed) PETER HAGNER, *Aud.*

To RICHARD CUTTS, Esq.,
Second Comptroller of the Treasury.

Dr. *Benjamin G. Orr, under his contract of 15th January, 1817, in account with the United States.* Cr.

396.

1818.							
Nov.	28	To balance due the United States, per statement of this date - - - - -	-	$6,526 55	*By appropriation for subsistence.* (F.) For the following provisions issued at Fort Gadsden, in the months of September, October, November, and December, 1818, including provisions issued at Harrisburg, Geo., in Novem. December, 1817, and January, 1818, per general abstract herewith, viz.		
		To warrants on the Treasurer.					
Dec.	9	For amount of warrant No. 2,985, for the payment of his draft, favor of Geo. Graham, dated 29th September, 1818	-	12,000			
		To Lieut. T. W. Brady, Qr. M. for subsistence.					
	29	For amount of payments made by him for due bills given by the contractor's agent for sundry retained parts of rations due Capt. McIntosh's com'y to the first company, and to musicians of the 4th infantry, per statement marked A - - - - -	-	699 90	19,675 complete rations, at 27½ cents - - - - -	$5,410 62	
					For sundry parts of rations	7,213 40	
							$12,624 02
		To appropriation for subsistence. A.					
		For this amount remaining due for retained parts of rations on the aforesaid due bills, as per said statement - -	$44 02				

12—100

Dr. *Benjamin G. Orr's account with the United States*—Continued. Cr.

B.			Amount brought over -		$12,624 02
For amount of retained parts of rations remaining due to the troops at Fort Scott and Fort Gadsden, between 30th Sep., 1817, and 16th April, 1818, amounting, as per statement herewith, to	$1,788 28				
From which deduct this sum already brought to the debit of the contractor in statement made the 20th November, 1818,— which see	1,500	$288 28			
C.					
For amount of retained parts of rations, remaining due the 1st battalion company of the 4th infantry, at Forts Gaines and Scott, between Oct., 1817, and March, 1818, as per statement herewith - -		384 93			
D.					
For amount of retained parts of rations remaining due the troops at Fort Hawkins from 13th December, 1817, to					

31st January, 1818, per due bill of O. W. Callis, filed with statement herewith E.	1,114 23				
For amount claimed by Major David E. Twiggs in behalf of the troops under his command, for the transport of 500 bbls. flour from the Negro Fort to Fort Scott, belonging to the contractor, see letter of Major Twiggs, dated 12th Dec., 1818, marked E - - - - - -	500				
		2,331 46			
		$21,557 91			
To balance due the U. States per contra - -	-	8,933 89	Amount brought down -	-	$12,624 02

TREASURY DEPARTMENT,
Third Auditor's Office, May 11th, 1819.
Stated by JOHN ABBOTT, *Clk.*

Dr. *Benjamin G. Orr, under contract of 15th January, 1817, in account with the United States.* Cr.

Balance due the United States per contra - - -	-	$8,933 89	Additional credits allowed by the Second Comp. as per statement herewith, to wit:		
			Second Comp.'s Office, *May 10th*, 1829.		
			Abstract of admissions by the Comptroller to the credit of B. G. Orr, esq., under his contract dated 15th Jan'y, 1817; see documents herewith.		
			No. 1. Issues to officers out of the purchases by Captain Keiser and Major Milo Mason, with Mr. Stewart's certificate -	$17,679 71	
			No. 2. Difference between B. G. Orr's contract price and purchase of Col. Brearly -	3,933 76	
			No. 3. Lieut Phillips's purchase	76 54	
			No. 4. For 10,000 complete rations,		

			rejected by the 3d Auditor, admitted by Compt. -	2,750	
			No. 5. Additional purchase by Col. Brearly, the provisions lost on the Flint river; difference allowed	476 34	
			No. 6. The receipts of Lieut. O. Wager, Thomas Anthony, and Sergt. B. Fellinger -	3,256 05	
			No. 7. Amount of due bills charged on Major Twigg's letter, attached to voucher No. 109, is again charged in the subsequent statement of the Auditor, dated May 11th, 1819, being thus twice charged; the first charge is admitted to the credit of the contractor -	909 01	
Amount brought down	-	-	$8,933 89	No. 8. Charge of $500 for transpor-	

Dr. *Benjamin G. Orr's account with the United States*—Continued. Cr.

	Amount brought over -	-	$8,933 89	tation, by the soldiers of the U. S. army, of flour, from Negro Fort to Fort Scott; the charge not being sufficiently established, is suspended for further information -	500		
				No. 9. Amount of due bills of J. R. Brooks - -	224 16		
				Amount	$29,805 57		
				From which is deducted 17,226⅔ r's of pork, being the amount of 86 hogs lost; see Keiser's issues, voucher			
	Balance due the contractor -	-	$19,149 01	No. 14 - -	1,722 67		
			$28,082 90			-	$28,082 90
1819. May 14	To warrant of the Treasurer, No. 3944, for this sum, paid R'd Smith, per order of B. G. Orr - - -	-	$19,149 01	Balance due the contractor per contra - - -		-	$19,149 01

Compt.'s Office, *May 12th*, 1819.
Ex'd. J. SEAVER.

(S.) No. 4956. TREASURY DEPARTMENT,
Third Auditor's Office, May 11th, 1819.

I certify that I have examined and adjusted the account of Benjamin G. Orr, under his contract, dated 15th January, 1817, and find that he is chargeable with the following sums, viz.

To balance due the United States, per statement of 28th Nov. 1818 - - - - - - - -	$6,566 55
To warrant on the Treasurer: For warrant No. 2985, issued by the Sec'y of War on 9th Dec. 1818, on account - -	12,000
Amount due for retained parts of rations, agreeably to due bills given by his agents, including the amount claimed by Major Twiggs on behalf of the troops under his command, for the transportation of flour from Negro Fort to Fort Scott -	3,031 36
	21,557 91
And that he is entitled to a credit for provisions issued at Fort Gadsden, in September, October, November, and December, 1818, and at Harrisburgh, in Georgia, in November, December, 1817, and January, 1818, amounting to - -	12,624 02
	8,933 89

Leaving him indebted to the United States, under his contract of 15th January, 1817, in the sum of eight thousand nine hundred and thirty-three dollars and eighty-nine cents.

Amount admitted by the Second Comptroller - -	28,082 90
Leaving a balance due the contractor, of - - -	19,149 01

As appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

(Signed) PETER HAGNER, *Auditor.*

To RICHARD CUTTS, Esq.
Second Comptroller of the Treasury.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance, this 12th day of August, 1819.
(Signed) RICHARD CUTTS, *Second Comptroller.*

TREASURY DEPARTMENT,
Third Auditor's Office, December 16th, 1820.

Pursuant to an act to provide for the prompt settlement of public accounts, approved 3d March, 1817, I, Peter Hagner, Third Auditor of the Treasury of the United States, do hereby certify that the foregoing transcripts are true copies of the originals on file in this office.

PETER HAGNER, *Aud.*

Be it remembered, that Peter Hagner, esquire, who certified the foregoing transcripts, is now, and was at the time of doing so, Third Auditor of the Treasury of the United States, and that faith and credit are due to his official attestations.

In testimony whereof, I, William H. Crawford, Secretary of the Treasury of the United States, have hereunto subscribed my name, and caused to be affixed the seal of this department, at the city of Washington, this sixteenth day of December, in the year of our Lord one thousand eight hundred and twenty.

[SEAL OF THE WAR DEPARTMENT.]

WM. H. CRAWFORD,
Secretary of the Treasury.

Abstracts for Fort Gadsden, from June to December, 1818, and January, 1819, referred to in exceptions at page 29.

(No. A.) ABSTRACT FOR JUNE.

Abstract of provisions issued from the 1st to the 30th of June, 1818, inclusive, to troops of the United States, &c., under the command of Colonel Matthew Arbuckle, at Fort Gadsden, East Florida, by Benjamin G. Orr, contractor for the State of Georgia.

Dates.	No. of returns.	No. of men.	No. of women.	No. of days.	No. of complete rations.	No. of rations whiskey.	No. small rations.	Extra. Pounds of candles.	Extra. Gills of whiskey.	Remarks.
1818.										
1st Jan. 28 Feb.	1	2		59	118					Brought Maj. D. E. Twiggs and his
5 and 22 March	2	1		18	18					Of the 7th inf. [waiter.
25 March, 2 April	3	1		8	8					Of " " "
3 March, 7 do.	4	102		5		510	510			Of " " "
17 and 24 do.	5	98		8		784	784			Of " " "
7 " 31 May	6	1		24	24					
1 June	7	3		1					3	on daily duty.
1 and 4 June	8	7		4					28	do. do. do.
1 " 4 June	9	244	10	4						Of the 1st, 4th, and 7th regt.
1 " 8 June	10	2		8	16					Of the 7th inf.
31 May, 3 June	11	1		4	4					Of the artillery.
27 do. 4 June	12	1		9	9					Of the 7th inf.
4 June	13	7		1					7	on daily duty.
4 " 6 June	14	2		3					6	Of the 7th inf. on daily duty.
4 " 7 June	15	1		4	4					Of the corps of artillery.

4	"	16 June	16	1		16	16				Lieut. Phillips, of the Ord. Depart.
5	"	8 June	17	292	13	4	1,220				Of the 1st, 4th, and 7th inf.
		5 June	18	3		1				3	on daily duty.
5	"	8 June	19	7		4				28	on daily duty.
5	"	9 June	20	3		4	12				Georgia militia.
5	"	9 June	21	1		4	4				Gen. Gaines' private waiter.
		6 June	22	14		1				14	on daily duty.
7	and	10 June	23	1		4	4				Of the artillery.
8	"	11 June	24	2		4	8				Georgia militia.
		8 June	25	7		1				7	Of the 7th inf on daily duty.
		9 June	26	3		1				3	Of " " " "
9	and	10 June	27	7		2				14	Of " " " "
9	"	12 June	28	7		4				28	" "
9	"	12 June	29	242	13	4	1,020				Of the 1st, 4th, and 7th inf.
9	"	14 June	30	2		6		12	12		Of the 1st, 4th, and 7th inf.
9	"	15 June	31	36		7	252				Of the 7th inf'y on command.
9	"	16 June	32	2		8	16				Of the 7th inf.
11	"	12 June	33	7		2				14	Of the 7th inf. on daily duty.
11	"	14 June	34	1		4	4				Of the artillery.
12	"	15 June	35	1		4	4				Of the Georgia militia.
12	June,	2 July	36	5		20	100				Of the corps of artillery.
		13 June	37	7		1				7	Of the 7th inf. on daily duty.
13	and	16 June	38	1		4				4	Of the 7th inf. " "
13	"	16 June	39	204	13	4	868				
13	"	20 June	40	28		8	224				Of the 1st, 4th, and 7th inf.
14	"	17 June	41	1		4	4				Of the corps of artillery.
15	"	18 June	42	7		4				28	Of the 7th inf on daily duty.
15	"	21 June	43	4		7	28				Of the 7th inf. on command.
15	"	16 June	44	4		2	8				Of the 7th inf. from comm'd.
		16 June	45	6		1	6				Of the 7th inf.
16	"	25 June	46	36		10				360	Of the 7th inf'y on daily duty.

ABSTRACT FOR JUNE—Continued.

DATES.	No. of returns.	No. of men.	No. of women.	No. of days.	No. of complete rations.	No. of rations whiskey.	No. small rations.	Extra. Lbs. of candles.	Extra. Gills of whiskey.	REMARKS.
17 June, 1818	47	1		1	1					Of the 4th inf.
17 and 24 June	48	1		8		8	8			Of the 7th inf.
17 " 24 June	49	48		8	384					Of the 7th inf. on command.
17 " 20 June	50	1		4		4	4			Of the 7th inf.
17 " 20 June	51	4		4					16	Of the 7th inf. on daily duty.
17 " 24 June	52	2		8	16					Of the 7th inf.
17 " 26 June	53	36		10	360					Of the 7th inf on command.
17 " 20 June	54	184	13	4	788					Of the artillery, 1st, 4th, and 7th inf.
17 " 24 June	55	1		8	8					Of the 7th inf.
17 June, 1 July	56	1		15	15					Discharged from the 1st inf.
19 and 22 June	57	7		4					28	Of the 7th inf. on daily duty.
19 " 22 June	58	1		4	4					Of the artillery.
24 May, 21 June	59	1		24	24					Of the 7th inf.
21 June	60							8		For use of the public barge Support.
13 and 21 June	61	1		9	9					Waiter of the 7th inf.
21 " 22 June	62	1		2	2					Citizen on express from Pensacola.
21 " 24 June	63	178	13	4	764					Of the 1st and 4th inf.
21 June, 4 July	64	1		14	14					Of the 4th inf.
22 and 24 June	65	14		3	42					Of the 1st, 4th, and 7th inf.
22 " 25 June	66	3		4					12	on daily duty.

3	"	26 June	67	1		4	4					Of the artillery.
23	"	26 June	68	7		4					28	Of the 7th inf. on daily duty.
23	"	1 July	69	35		10	350					Of the 7th inf. on comm'd.
23 June,		2 July	70	3		10	30					Disch'd from the 7th inf.
23 June,		4 July	71	1		12	12					On express to this post from Pensacola.
23 June,		5 July	72	1		13	13					Discharged.
5 May,		24 June	73	1		50	50					Doct. E. H. Bill's private waiter.
24 May,		2 July	74	1		40	40					Of the 4th inf.
24 June,		7 July	75	1		13	13					Of the 7th inf.
25 and		28 June	76	165	9	4	696					Of the 7th inf.
25	"	28 June	77	1		4					4	Of the 7th inf.
25	"	28 June	78	1		4	4					Discharged from the 1st inf.
25	"	30 June	79	1		6	6					A seaman in distress.
25 June,		4 July	80	29	3	10	320					Of the 7th inf.
25 June,		6 July	81	1		12	12					Discharged from the 7th inf.
27 and		8 June	82	13		2	26					Of the 7th inf.
26	"	29 June	83	3		4					12	Of the 7th inf.
27 June,		4 July	84	8		9	72					Of the 7th inf.
27 and		30 June	85	3		3	9					Of the 7th inf.
1	"	30 June	86	1		30	90					Maj. D. E. Twiggs.
21	"	30 June	87	15		10	150					Of the 7th inf.
27	"	30 June	88	9		4					36	Of the 7th inf. on daily duty.
17	"	30 June	89	3		14	42					Discharged from the 7th inf.
25	"	30 June	90	2		6	12					Of the 7th inf.
1	"	30 June	91	1		30		30	30			Of the 7th inf.
29	"	30 June	92	1		2					2	Of the 7th inf.
29	"	30 June	93	182	8	2	380					Of the 7th inf.
1	"	30 June	94	2		30	60					Bt. Maj. D. E. Twiggs, & his waiter.
1	"	30 June	95	1		30	30					Of the 7th inf.
			96				9,971	1,348	1,348	8	692	

ISSUES TO INDIANS, &c.

Dates.	No. of returns.	No. of Indians.	No. of days.	No. complete rations.	No. rations bread.	No. rations meat.	No. gills whiskey.	Remarks.
7 and 13 June	96	47	7		329	329		Seminole Indians surrendered.
7 June	97				86	86	15	Yellow Hair, and his party of friendly Indians.
13 June	98	3	5		15	15		Indians on Express
14 and 21 June	99	1	8	8				Negro boy employed as interpreter.
23 and 27 June	100	1	5	5				Indian Bill.
20 May, 20 June	101				1,560	1,650		John Blunt, an Indian, and his party.
24 and 25 June	102	2	3		6	6	6	Indians going on express.
25 and 30 June	103	1	6	6				Negro boy employed as Indian interpreter.
				19	1,996	2,086	21	

RECAPITULATION.

	Complete rations.	Rations bread.	Rations meat.	Gills whiskey.	Small rations.	Lbs. candles.	Gills whiskey.
Issued to regular troops, militia, &c.	9,971			1,348	1,348	8	692
Issued to Indians, &c. - - -	19	1,996	2,086	21			
Aggregate - - - - -	9,990	1,996	2,086	1,369	1,348	8	692

I certify that I have carefully examined and compared the above abstracts with the original returns, now in my possession, and find it a true account of provisions issued to regular troops, militia, and Indians, at the post of Fort Gadsden, East Florida, under my command, in the months of June, 1818, amounting to nine thousand nine hundred and ninety complete rations, and one nine hundred and ninety-six rations bread, two thousand and eighty six rations meat, thirteen hundred sixty-nine rations of whiskey, and thirteen hundred and forty-eight small rations; and eight pounds of candles, and six hundred and ninety-two gills of whiskey, extra.

M. ARBUCKLE, *Lt. Col Comm'd'g.*

(B.) ABSTRACT FOR JULY.

Abstract of provisions issued from the 1st to the 31st of July, 1818, inclusive, to troops, &c. of the United States, under the command of Lt. Col. Matthew Arbuckle, at Fort Gadsden, East Florida, under the contract of Benjamin G. Orr, for the State of Georgia.

DATES.	No. of returns.	No. of men.	No. of women.	No. of days.	No. of complete rations.	Rations of salt.	Returns of spirits, extra.	REMARKS.
25 Dec. and 28 June	1	1		76	76			Captain Blackstone's waiter, of the 7th infantry
1 Jan. 1 do	2	1		181	181			For do do
1 May and 30 do	3	1		61	61			Lt. Simmons' private waiter
1 and 30 do	4		1	30	30			Of the 7th infantry
17 June, 1 July	5	4		15	60			Of the 4th infantry
1 and 4 do	6	210	8	4	872			Of the 7th infantry
1 and 8 do	7	14		8	112			Of the 7th infantry in hospital
2 and 4 do	8	28		3	84			Of the 7th infantry from command
2 and 8 do	9	1		7	7			Do do do

ABSTRACT FOR JULY—Continued.

DATES.	No. of rations.	No. of men.	No. of women.	No. of days.	No. of complete rations.	Rations of salt.	Rations of spirits, extra.	REMARKS.
5 and 7 July	10	6		3	18			Of the 7th infantry from command
5 and 8 do	11	213	9	4	888			Do do do
6 do	12					800		For use of the public horses
6 and 8 do	13	36		2	72			Of the 7th infantry
7 and 10 do	14	1		4	4			Discharged from the 7th infantry
9 and 12 do	15	237	14	4	1,004			Of the 7th infantry
9 and 15 do	16	4	3	7	49			Do do
9 and 16 do	17	16		8	128			Do do in hospital
13 and 16 do	18	189	11	4	800			Do do
13 and 22 do	19	47	3	10	500			Do do
16 and 17 do	20	1		2	2			Do 4th do discharged
16 and 19 do	21	1		4	4			Do 7th do
16 and 20 do	22	2		5	10			Do do
17 and 20 do	23	180	11	4	764			Do do
17 and 24 do	24	17		8	136			Do do in hospital
19 do	25	9		10	90			Do do discharged
20 and 23 do	26	2		4	8			Do do
21 and 23 do	27	1		3	3			Do do discharged
21 and 24 do	28	177	11	4	752			Do do
25 and 28 do	29	168	10	4	712			Do do
25 and 31 do	30	17		7	119			Do do in hospital
27 and 28 do	31	37		2	74			Do do

28 and 31 do	32	1		4	4			Do do	
29 and 30 do	33	3		2	6			Do do	
29 and 31 do	34	206	10		648			Do do	
1 and 31 do	35	1		31	31			Brevet Major D. E. Twiggs	
1 and 31 do	36	2	1	31	93			Of the 7th infantry	
1 and 31 do	37						849	Do do on extra duty.	
					8,402				

DATES.	No. returns.	No. men.	No. days.	No. complete rations.	Rations flour.	Rations meat.	Rations spirits.	Rations soap	Rations *soap.*	
1 and 17 July	1			34						A negro boy, Indian interpreter
1 and 16 do	2	1	16		16	16				Do do prisoner
3 do	3				63	63				Indians from Chactaw Hache
15 do	4				531	531				Do from Hamblystown
25 do	5				22	22				Do from Ufalea
27 do	6				22	22	17		50	Do from Onis Hagistown
29 do	7				188	188	16		50	Do from Ocheser
30 do	8				1,115	1,115		500	400	Do from John Bluntstown.
				34	1,957	1,957	33	500	500	

RECAPITULATION.

REMARKS.	Complete Rations.	Rations of flour.	Rations of meat.	Rations of spirits.	Rations of soap.	Rations of salt.	Rations of spirits, extra.
Issues to regular troops - -	8,402					800	849
Issues to Indians and negroes -	34	1,957	1,957	33	500	500	
Aggregate - - - -	8,436	1,957	1,957	33	500	1,300	849

I certify that I have carefully examined and compared the within and above abstracts with the original returns now in my possession, and find it a true account issues to regular troops, Indians, negroes, &c. at the post under my command, in the month of July, 1818, amounting to eight thousand four hundred and thirty six complete rations, one thousand nine hundred and fifty-seven rations flour, one thousand nine hundred and fifty-seven rations of meat, and thirty-three rations of spirits, five hundred rations of soap, thirteen hundred rations of salt, and eight hundred and ninety-four rations of spirits extra.

M. ARBUCKLE, *Lt. Col. Com'g.*

(C.) ABSTRACT FOR AUGUST.

Abstract of provisions from the 1st to the 31st of August, 1818, inclusive, to troops of the United States, under the command of Lieut. Colonel Matthew Arbuckle, at Fort Gadsden, East Florida, under the contract of Benjamin G. Orr for the State of Georgia.

DATES.	No. of returns.	No. of men.	No. of women.	No. of days.	No. of complete rations.	Pounds of pork.	Pounds of soap.	Pounds of candles.	Gills of liquor, extra.	REMARKS.
1818.										
1 and 31 August	1		1	31	31					Of the 7th infantry.
1 and 4 do	2	225	10	4	940					Do do do
2 and 4 do	3	2		3	6					Do do do
5 and 8 do	4	222	10	4	928					Do do do
8 do	5	5		1	5					Do do do
9 and 12 do	6	231	10	4	964					Do do do
9 do	7	12		3	36					Do do do
1 July, 12 do	8	2		43	86					Do do do
12 do	9	1		39	39					Do do do
13 and 15 do	10	48		3	144					Do do do
16 and 16 do	11	180	10	4	760					Do do do

16	do	12	39		1	39					Do do do
17 and 18	do	13	1		2	2					Do do do
17 and 20	do	14	220	10	4	920					Do do do
19	do	15					4	2			For public use.
21 and 22	do	16	41		2	82					Of the 7th infantry.
21 and 24	do	17	177	10	4	748					Do do do
23 and 24	do	18	43		2	86					Do do do
25 and 28	do	19	174	10	4	736					Do do do
25 and 29	do	20	37		5	185					Do do do
29 and 31	do	21	174	10	3	532					Do do do
1 and 31	do	22	3		31	93					Do do do
1 and 31	do	23								449	For men on extra duty
1 and 31	do	24							16		For use of the guard
13 and 31	do	25	1		19	19					Of the 7th infantry
27 and 31	do	26	1		5	5					Do do do
29 and 31	do	27	3		3	9					Do do do
20 and 31	do	28	1		2	2					Do do do
1 July and 31 Aug.		29	1		62	62					Captain Blacks, of the 7th infantry.
						7,479	4	2	16	449	

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ISSUES TO INDIANS, &c.

DATES.	No. returns.	C. rations	Returns of flour.	Rations of meat.	Gills of spirits.	Pounds of soap.	Quarts salt.	REMARKS.
August 15, 1818	30		666	666				Indians of Bluntstown
	31		118	118	9	1		Do from up the river
	32		659	659		20	12	Do from Chatu Hachy
	33		31	31				A negro prisoner
26 do	34		1,200	1,200		16	8	Indians, surrendered
27 do	35		175	351		20	8	Do do
28 do	36		520	639	146	12	6	Do do
	37		1,750	1,600				Do do
29 and 30	38		52	52				Negroes
31st	39		247	435	38		1	Indians surrendered.
			5,418	5,556	193	69	35	

RECAPITULATION.

REMARKS.	Complete rations.	Rations of flour.	Rations of meat.	Gills of spirits.	Pounds of soap.	Pounds of candles.	Quarts of salt.	Gills of liquor. Extra.
Issues to regular troops	7,479		5		2	16		449
Do to Indians & negroes		5,418	5,551	193	69		35	
Aggregate - -	7,479	5,418	5,556	193	71	16	35	449

Personally appeared before me, P. A. Delaihait, a justice of the peace for the 1st section of the city of New Orleans, Calvin Bradley, who, after being duly sworn, deposeth and saith, that the foregoing is a true account of issues made during the month of August, 1818, to troops of the United States, &c. at Fort Gadsden. That he called on Col. Arbuckle, the commanding officer, and requested him to examine and sign the said account or abstract, and that the said Col. Arbuckle refused positively to do it.

C. BRADLEY.

Sworn to, and subscribed before me, September 17th, 1818.

P. A. DELAIHAIT, *Justice of the Peace 1st section N. Orleans.*

(No. 1.) ABSTRACT FOR SEPTEMBER.

Abstract of provisions issued from the 1st to the thirtieth of September, 1818, inclusive, to troops of the United States under the command of Lieut. Col. Mathew Arbuckle, at Fort Gadsden, East Florida, under the contract of Benjamin G. Orr, army contractor for the State of Georgia.

DATES.	No. of returns.	No. of men.	No. of women.	No. of days	No. complete rations.	No. of rations flour.	No. of rations meat.	No. of rations liquor.	No. of rations soap.	No. of rations candles.	No. of rations salt.	No. of rations vinegar.	Pounds meat.	Pounds soap.	Pounds candles.	Gills liquor.	REMARKS.
3 and 7 April	1	38		5					190	190	190	190					Of the 7th inf.
17 and 24 do	2	33		8					264	264	264	264					Of " do
1st and 4 August	3	2		4	8												Of " do
1 and 4 do	4	1		4	4												Of " do [ness at this
10 do	5												46½				For the use of the arms and har-
1 July and 31 do	6	1		62	62												Lieut. H. M. Simons' private waiter
1 do and 31 do	7	1		31	31												Lieut. Willheight, of the 7th inf.
29 and 31 August	8	33		3	99												Of the 7th inf.
31 do	9	4		1	4												Of " do
31 Aug. & 8 Sep	10	1		10	10												Of " do [Gaines.
1 do	11										9,600				39		For the use of the garrison of Fort
1 and 3 do	12	1		3	3												Of the corps of artillery.
1 and 4 do	13	19	10	4	916												Of the 7th inf'y.
2 and 3 do	14	1		2	2												Of the corps of artillery.
1 and 4 do	15	4		4	16												Of the 7th inf.
1 and 8 do	16	1		8	8												Discharged from the U. S. army.

ABSTRACT FOR SEPTEMBER—Continued.

DATES.	No. of returns.	No. of men.	No. of woman.	No. of days.	No. complete rations	No. of rations flour.	No. of rations meat.	No. of rations liquor.	No. of rations soap.	No. of rations candles.	No. of rations salt.	No. of rations vinegar.	Pounds meat.	Pounds soap.	Pounds candles.	Gills liquor.	REMARKS.
5 and 8 Sept.	17	183	10	4	772												Of the 7th inf'y.
5 and 8 do	18	1		4	4												Of " do
10 do	19													8½	10		For the use of the U. S. horses and harness this post.
1 and 10 do	20	2		10	20												Of the 4th regt. inf.
8 and 10 do	21	4		3	12												Of the 7th do do
9 and 12 do	22	4		4	16												Of do " "
1 and 12 do	23	1		12	12												
9 and 12 do	24	183	10	4		772	572	772	772	772	772	772					Of the 4th inf., Dr. Ball's waiter.
9 Aug. & 12 Sept.	25	2		3	6												Of " do
13 do 14 do	26	2		2	4												Of " do
13 do 16 do	27	178	10	4		752	350	752	752	752	752	752					Of " do
14 do 16 do	28	2		3	6												Of " do
15 do 18 do	29	4		3	12												Of " " discharged.
15 do 18 do	30	9		4	36												On committee from St. Marks.
17 do 19 do	31	3		3	9												Of the 7th inf., discharged.
17 do 20 do	32	175	10	4		740	534	740	740	740	740	740					Of do "
5 do 24 do	33	38		20	760												Of do on command.
21 do 24 do	34	170	10	4		720	488	720	720	720	720	720					Of the 7th inf'y.
23 do 24 do	35	4		2	8												Of " do

25	do	26	do	36	1		2	2										Of " do
25	do	27	do	37	1		3	3										Of " do
25	do	28	do	38	173	10	4		732	566	732	732	732	732	732			Of " do
1	do	30	do	39		1	30	30										Of " do
1	do	30	do	40	2		30	60										Of Bvt Major Twiggs and Lt. Murdock.
1	do	30	do	41	2		18	36										Of do do's waiters of the line.
1	do	30	do	42	1		30	60										Capt. Geo. Burch, of the 7th inf.
1	do	30	do	43												30		For the use of the guar. at this post.
1	do	30	do	44													364	Extra duty men at this post.
13	do	30	do	45	1		18	18										Capt. G. Burch's waiter of the line
13	do	30	do	46	1		18	18										Lieut. Willisright's do do
13	do	30	do	47	1		18	18										Capt. Blackston's do do
13	do	30	do	48	1		18	18										Lieut. H. M. Simon's do do
29	do	30	do	49	186	11	2		394	231	394	394	394	394	394			Of the 7th inf.
29	do	30	do	50	3		2	6										Of do "
29	do	30	do	51	7		2	14										Of do "
								3,123	4,110	2,741	4,110	4,564	4,564	14,164	4,564	46½	81½	79	364	

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ISSUES TO INDIANS, &c.

DATES.	No. of returns.	No. of men & women.	No. of days.	No. of rations flour.	No. of rations meat.	No. of rations spirits.	No. of rations soap.	No. of rations salt.	Pounds meat.	Pounds soap.	Quarts salt.	Gills liquor.	REMARKS.
30 Augt.	52								5				Francis' family.
31 do	53											8	"
30 and 31 do	54			20	20								
1 and 5 Sept.	55	91		228	455								
1 and 5 do	56	6	5	30	30								Hamley & Blunt's negroes.
1 do	57			314	314					3	2	8	John Blunt and others, for one month. (S.)
1 do	58			30	30					2	1	4	Cockeran, of Blunt's Town.
1 do	59											16	O. Cherry chief.
1 do	60											16	Atterumice and party.
1 do	61			24	24							8	Party from Yellow Harris Town.
1 and 4 do	62			20	40						2	8	Francis' family.
1 and 4 do	63	1	4	4	4								Negro prisoner.
1 and 4 do	64	23	4	46	92								Party of negroes taken from Indians.
1 and 5 do	65	91	5	228	455								Ochesus Indians who have surrendered.
5 do	66										2	20	Francis' family.
6 do	67	2										16	Indians who arrived of express.
6 do	68	2		8	8							4	Do. do.
7 do	69			6	6							6	Do. who drove in beef cattle.
5 and 8 do	70	10	4	40	40								Francis' family.
8 do	71	2		50	50						1	8	Indians on business.

8	do	72			9	9						8	Do. who drove in beef cattle.
1 and 10	do	73	1	10	10	10						10	Interpreter.
5 and 10	do	74	1		6	6							Negro prisoner.
5 and 8	do	75	23	4	92	92				3			Do. taken from Indians.
10 and 12	do	76	23	4	92	78				1	3		Do.
13 and 16	do	77	23	4	92	92							Do.
17	do	78			50	50							Geo. McPherson's family.
18	do	79			10	10				5			Indians from Blunt's Town.
17 and 20	do	80	23	4	92	92							Negroes taken from Indians.
21 and 24	do	81	23	4	92	92							Do. do.
24	do	82			60	60						16	Couhatimicoos Indians.
25	do	83			14	14						12	Indians who drove in beef cattle.
25 and 28	do	84	22	4	88	88							Negroes taken from Indians.
8 and 30	do	85	2		22	44							Indians.
8 and 30	do	86	8	22	88	176				4			Francis' family.
29 and 30	do	87	22	2	44	44							Negroes.
6 Sept. 6 & Oct		88	270	30	8,100	8,100	1,056	800	4,000				Indians.
31	Aug	89	1	19	19	19	19	19	19				Interpreter at this post.
					10,028	10,644	1,075	819	4,019	5	18	11	168

RECAPITULATION.

REMARKS.	Complete rations.	Rations flour.	Rations meat.	Rations liquor.	Rations soap.	Rations candles.	Rations salt.	Rations vinegar.	Pounds pork.	Pounds soap.	Pounds candles.	Quarts salt.	Gills liquor.
Issues to regular troops	3,123	4,110	2,741	4,110	4,564	4,564	14,164	4,564	46½	8½	79		364
Issues to Indians, &c. -		10,028	10,644	1,075	819		4,019		5	18		11	168
Aggregate - -	3,123	14,138	13,385	5,185	5,383	4,564	18,183	4,564	51½	26½	79	11	532

I certify that I have carefully examined and compared the above and within abstract with the original returns now in my possession, and find it a true account of issues to regular troops, Indians, &c. at the post under my command, in the month of September, 1818, amounting to three thousand one hundred and twenty three complete rations, fourteen thousand one hundred and thirty-eight rations of flour, thirteen thousand three hundred and eighty-five rations of meat, five thousand one hundred and eighty-five rations of liquor, five thousand three hundred and eighty-three rations of soap, four thousand five hundred and sixty-four rations of candles, eighteen thousand one hundred and eighty three rations of salt, four thousand five hundred and sixty-four rations of vinegar, fifty-one and a half pounds of meat, twenty six and a half pounds of soap, seventy-nine pounds of candles, eleven quarts of salt, and five hundred and thirty-two gills of liquor; signed triplicates.

D. E. TWIGGS,
Brt. Maj'r 7th U. S. Inf'y, commanding.

(No. 2.) ABSTRACT FOR OCTOBER.

Abstract of provisions issued from the first of October, to the 31st, 1818, to the troops of the United States, &c., stationed at Fort Gadsden, East Florida, under command of Brvt. Maj. D. E. Twiggs, and under contract of Benjamin G. Orr.

DATES.	No. of returns.	No. of men.	No. of women.	No of days.	No. of comp. rations.	No. of rations pork.	No. of rations flour.	No. of rations liquor.	No. of rations soap.	No. of rations candles.	No. of rations salt.	No. of rations vinegar.	No. pounds pork.	No. pounds candles.	No. gills liquor.	REMARKS.
21 and 31 July	1	1		11				11								Capt. G. P. Peters, company art'y
5 and 30 Sep.	2	1		26	26											Of the 7th inf. on command
30 Sep. & 3 Oct.	3	3		4	12											Of do do
1 do 3 do	4	1		3	3											Of do discharged
1 do 3 do	5	1		3	3											Of the corps of artillery
1 do 4 do	6	186	11	4		533	788	788	788	788	788	788				Of the 7th inf.
1 do 4 do	7	3		4	12											Of do

2	do	4	do	8	3		3	9									Of do on command
5	do	6	do	9	2		2	4									Of the 4th inft. discharged
4	do	8	do	10	1		5	5									Of the 7th inf'y on command
5	do	8	do	11	1		4	4									Of do
5	do	8	do	12	187	11	4		612	792	792	792	792	792	792			Of do
5	do	8	do	13	1		4	4									Of do discharged
5	do	8	do	14	1		4	4									Of Capt. P. Peters' com. artillery
5	do	8	do	15	1		4	4									Of the 7th inf'y
5	do	9	do	16	8		4	32									Command from St. Marks
6	do	9	do	17	2		3	6									Of the 7th inf'y discharged
		10	do	18												1,224	For the use of the garr'n St. Marks
9	do	12	do	19	189	11	4		413	800	800	800	800	800	800			Of the 7th inf.
		15	do	20												10	15 For the use of the rigging of the
13	do	15	do	21	1		3	3									Of the 7th inf'y
13	do	16	do	22	189	11	4		412	800	800	800	800	800	800			Of do
14	do	16	do	23	7		3	21									Command from St. Marks
12	do	17	do	24	1		6	6									Of the 4th inf. discharged
17	Sep. &	20	Oct.	25	179	11			373	760	760	760	760	760	760			Of the 7th inf.
18	do	20	do	26	3		3	9									Prisoner in charge of guard
17	do	22	do	27	3		6	18									Discharged from the U. S. A.
21	do	23	do	28	1		3	3									Of the 7th inft.
20	do	24	do	29	1		4	4									Of do in charge of the guard
21	do	24	do	30	2		4	8									Of do
21	do	24	do	31	184	10	4		528	776	776	776	776	776	776			Of do
23	do	25	do	32	1		3	3									Of do
17	do	26	do	33	1	1	10	20									Of do discharged
23	do	26	do	34	1		4	4									Of the corps artillery dis.
23	do	26	do	35		1	4	4									Of do
23	do	26	do	36	75	1	4		228	304	304	304	304	304	304			Of Capt. P. Peters' c. of artillery
		27	do	37	1				10	10								Discharged
25	do	28	do	38	1		4	4										Prisoner in charge of the guard

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ABSTRACT FOR OCTOBER—Continued.

DATES.	No. of returns.	No. of men.	No. of women.	No. of days.	No. of comp. rations.	No. of rations pork.	No. of rations flour.	No. of rations liquor.	No. of rations soap.	No. of rations candles.	No. of rations salt.	No. of rations vinegar.	No. pounds pork.	No. pounds candles.	No. gills liquor.	REMARKS.
25 Sep. & 28 Oct	9	188	9	4		518	788	778	788	788	788	788				Of the 7th inft.
1 do 31 do	40	4		31	124											Maj. D. E. Twiggs, Lieut. Murdock, and waiter
1 do 31 do	41														694	Extra duty men 7th inft.
1 do 31 do	42	2		31	62											Capt. Blackston and Lieut. Willheight's waiters
1 do 31 do	43	2		31	62											Capt Burch and Lieut. Christian's waiters
1 do 31 do	44		1	31	31											Of the 7th inft.
1 do 31 do	45													10		For the use of the guard
1 do 31 do	46	2		31	62											Capt. G. P. Peters' corps artil'y
17 do 31 do	47	1		15	15											Dr. Hustis' waiter of the line
20 do 31 do	48	73	2	5		300	375	375	375	375	375	375				Capt. Peters' co. of artillery
25 do 31 do	49		1	8	8											Of the 7th inf'y
27 do 31 do	50	1		5	5											Capt. Peters' co. artillery
29 do 31 do	51	1		3	3											Of the 7th inft.
29 do 31 do	52	190	9	3		371	597	597	597	597	597	597				Of do.
					607	4,298	6,790	6,791	6,780	6,780	6,780	6,780	10	25	1,918	

ISSUES TO INDIANS, &c.

DATES.	No. of returns.	No. of men & women.	No. of days.	No. of rations meat.	No. of rations flour.	No. of rations whiskey.	No. rations salt.	Quarts salt.	REMARKS.
1 October	53			160	160		160		Francis' family
1 do	54			20	20				Cockeran
1st and 4 October	55	22	4	88	88				Party of negroes
7 do	56			80	80				Negroes
5 and 8 do	57	22	4	88	88	18			Party of negroes
11 do	58			8	10	10			Indians on express St. Marks.
9 and 12 do	59	22	4	88	88				Party of negroes
13 and 16 do	60	21	4	84	84	12			Do do
17 do	61			30	30				Blunt Indian
17 do	62			200	200	8		2	Conchattomicco Indians
17 and 20 do	63	20	4	80	80				Party of negroes
21 and 24 do	64	20	4	58	80				Do do
25 and 28 do	65	20	4	68	80	3			Do do
29 and 31 do	66	20	3	40	60				Do do
31 do	67			24	24	16			Indians on express at sundry times.
				1,116	1,172	67	160	2	

RECAPITULATION.

REMARKS.	Complete rations.	Ra. pork.	Ra. flour.	Ra. liquor.	Ra. soap.	Ra. candles.	Ra. salt.	Ra. vinegar.	Pounds pork.	Lbs. candles.	Qts. salt.	Gills. liquor.
Issue to regular troops -	607	4298	6790	6791	6780	6780	6780	6780	10	25		1918
Issue to Indians, &c. -		1116	1172	67			160				2	
	607	5414	7962	6858	6780	6780	6940	6780	10	25	2	1918

I certify that I have carefully examined the above abstract with the original returns now in my possession, and find it a correct and true account of issues to the troops, &c. at the post under my command, amounting to six hundred and seven complete rations, five thousand four hundred and fourteen rations of pork, seven thousand nine hundred and sixty-two rations of flour, six thousand eight hundred and fifty-eight rations of liquor, six thousand seven hundred and eighty rations of soap, six thousand seven hundred and eighty rations of candles, six thousand nine hundred and forty rations of salt, six thousand seven hundred and eighty rations of vinegar, ten pounds of pork, twenty-five pounds of candles, two quarts of salt, and one thousand nine hundred and eighteen gills of liquor.

D. E. TWIGGS,
Brt. Maj'r U. S. Inf'ry commanding.

(No. 3.) ABSTRACT FOR NOVEMBER.

Abstract of provisions issued the first to the thirteenth November, 1818, to the troops of the United States, &c. stationed at Fort Gadsden, E. F., under command of Major Jno. Hicks, 7th infantry, under contract of B. G. Orr.

DATES.	No. of returns.	No. of men.	No. of women.	No. of days.	No. of complete rations.	No. of rations meat.	No. of rations flour.	No. of rations whiskey.	No. of rations soap.	No. of rations candles.	No. of rations salt.	No. of quarts vinegar.	No. of pounds candles	No. of gills whiskey	REMARKS.
29 and 31 August	1	5		3	15										Of the 7th infantry
29 and 31 do	2	1		3	3										Do do
1 and 4 November	3	185	9	4	776										Do do [tillery, disch'd.
1 and 4 do	4	1		4	4										Of Capt. G. P. Peters' comp. of ar-
1 and 4 do	5	1		4	4										Do do
1 and 4 do	6	73	2	4	300										Capt. Peters' comp. artillery
4 and 7 do	7	2		4	8										Of the 7th infantry, discharged
5 and 7 do	8	2		3	6										Do do
1 and 8 do	9	1		8	8										Do hospital waiter
5 and 8 do	10	72	2	4	296										Capt. G. P. Peters' com. of artillery
5 and 8 do	11	3		4	12										Of the 7th inf'y. [artillery
5 and 8 do	12	1		4	4										Of Major H. C. W. Fanning's com.
5 and 8 do	13	9		4	36										Command from St. Marks
5 and 8 do	14	181	9	4	760										Of the 7th inf'y.
5 and 8 do	15	1		4	4										Of do. Capt. Clinch, 6 prisoners
5 and 8 do	16	3		4	12										Do do
5 and 12 August	17	1		8	8										Do do
9 and 12 November	18	173	9	4	728										Do do

ABSTRACT FOR NOVEMBER—Continued.

DATES.	No. of returns.	No. of men.	No. of women.	No. of days drawn for.	No. of complete rations.	No. of rations meat.	No. of rations flour.	No. of rations whiskey.	No. of rations soap.	No. of rations candles.	No. of rations salt.	No. of rations vinegar.	No. pounds candles.	No. of gills extra whiskey.	REMARKS.
9 and 12 Nov'ber	19	6		4	24										Of the 7th Inf.
9 and 12 do	20	1		4	4										Do do
9 and 12 do	21	73	2	4	300										Capt. G. P. Peters' comp. artillery
9 and 12 do	22	3		3	9										Of the 7th infantry [Support
12 do	23												15		For the use of the rig'g of the sloop
5 and 14 do	24	1		10	10										Of Capt. G. P. Peters' co. art'y, dis'd
9 and 16 do	25	1		8	8										Of the 7th infantry
13 and 16 do	26	1		4	4										Do prisoner
13 and 16 do	27	71	2	4	292										Capt. G. P. Peters' co. of artillery
13 and 16 do	28	175	10	4	740										Of the 7th infantry
8 and 19 do	29	3		12	36										Of the 4th do
17 and 20 do	30	69	2	4		215	284	284	284	284	284	284			Capt. G. P. Peters' co. of artillery
17 and 21 do	31	4		5	20										Of the 7th inf. for command
17 and 20 do	32	172	10	4		451	728	728	728	728	728	728			Of the 7th inf'y
17 and 20 do	33	1		4	4										Do prisoner
17 and 22 do	34	8		6	48										Of the U. S army
21 and 24 do	35	171	10	4	724										Of the 7th inf'y
21 and 24 do	36	70	2	4	288										Capt. G. P. Peters' co of artillery
21 and 24 do	37	1		4	4										Of the 4th infantry on command
21 and 24 do	38	1		4	4										Of the 7th do prisoner

1 and 26	do	39	1		26	26									Capt. Geo. P. Peters' co. of artill'y
25 and 28	do	40	1		4	4									Of the 4th inf.
25 and 28	do	41	1		4	4									Of the 7th inf'y
25 and 28	do	42	174	10	4	736									Do do
25 and 28	Nov.	43	1		4	4									Of the 7th inf'y
25 and 28	do	44	69	2	4	284									Capt. Geo. P. Peters' co. of art'y
25 and 28	do	45	1		4	4									Of the 7th infantry, prisoner
29	do	46												5	For the use of the guard at this post
25 and 30	do	47	1		6	6									Of the 7th infantry
29 and 30	do	48	175	10	2	370									Do do
29 and 30	do	49	1		2	2									Do do
29 and 30	do	50	3		2	6									Do of command
29 and 30	do	51	68	2	2	140									Capt. G. P. Peters' co. of artillery
29 and 30	do	52	1		2	2									Of the 7th infantry, prisoner
1 and 30	do	53		1	30	30									Do do
1 and 30	do	54	1		30	30									Lieut Willheights, of the 7th inf'y
1 and 30	do	55	1		30	30									Lieut. Spencer, of the artillery
1 and 30	do	56	2		30	60									Capt. G. Burch and Lieut. Davis' waiters of the line
1 and 30	do	57	1		30	60									Lieut. H. M. Mintor, of the art'y
1 and 30	do	58	2		30	60									Capt. Blackston and Lieut. Willheight's waiters
1 and 30	do	59												347	Extra duty men at this post
1 and 30	do	60	2		30	60									Brt. Major D. E. Twiggs and Lieut. Murdock, 7th inf'y
1 and 30	do	61	2		30	60									Do do waiters of the line
1 and 30	do	62	3		30	90									Of Captain G. P. Peters' company of artillery
						7,571	666	1,012	1,012	1,012	1,012	1,012	1,012	20	374

ISSUES TO INDIANS, &c.

DATES.	No. of returns.	No. of men and women.	No. of days drawn for.	No. of rations meat.	No. of rations flour.	No. of quarts salt.	No. of gills whiskey.	REMARKS.
1 and 4 Nov.	63	20	4	80	80			Party of negroes.
4 "	64			80	80		16	Do. of Indians.
5 " 8 "	65	20	4	80	80			Do. of negroes.
9 " 12 "	66	20	4	80	80		4	Do. do.
15 "	67			50	50		36	Party of Indians.
13 " 16 "	68	20	4	80	80			Do. of negroes.
17 " 20 "	69	20	4	80	80		12	Do. do.
21 " 24 "	70	20	4	80	80		4	Do. do.
26 "	71	4		8	8			Indians O'Chesee.
25 " 26 "	72	1	2	2	2			Do. on express to Hamly.
27 "	73	3	1	3	3			Do. O'Chesee surrendered.
27 "	74	5	30	60	60	2		Do. Sall McPherson.
27 "	75	6		36	36			Indians of Blunt's Town.
27 "	76	12		48	48			Indians surrendered.
27 "	77	20		80	80			Do. O'Chesee.
27 "	78	12	30			2		Do. surrendered.
27 "	79	111	30			12		Do. O'Chesee.
26 " 27 "	80	6	2	12	12			Do. Francis' family.
26 " 27 "	81	5	2	10	10			Do. of Bluntstown.
26 " 27 "	82	9	2	18	18			Do. do.
26 " 27 "	83	5	2	10	10			Do.
26 " 27 "	84	6	2	12	12			Do. of Blunt's Town.
28 "	85	5	2	10	10			Do.
25 " 28 "	86	20	4	80	80			A party of negroes.
29 " 30 "	87	20	2	40	40			Do. do.
30 "	88	9	2	18	18			Indians of Blunt's Town.
				1,057	1,057	16	72	

RECAPITULATION.

REMARKS.	No. of complete rations.	No. of rations meat.	No. of rations flour.	No. of rations whiskey.	No. of rations soap.	No. of rations candles.	No. of rations salt.	No. of rations vinegar.	No. of pounds candles.	No. of quarts salt.	No. of gills whiskey.
Issues to regular troops	7,571	666	1,012	1,012	1,012	1,012	1,012	1,012	20		347
Issues to Indians, &c.		1,057	1,057							16	72
	7,571	1,723	2,069	1,012	1,012	1,012	1,012	1,012	20	16	419

I certify that I have carefully examined the above abstract, with the original returns now in my possession, and find it a correct and true account of issues to the troops, &c. at the under my command, amounting to seven thousand five hundred and seventy-one complete rations, one thousand seven hundred and twenty-three rations of meat, two thousand and sixty-nine rations of flour, one thousand and twelve rations of whiskey, one thousand and twelve rations of soap, one thousand and twelve rations of candles, one thousand and twelve rations of salt, one thousand and twelve rations of vinegar, twenty pounds of candles, sixteen quarts of salt, and four hundred and nineteen gills of whiskey.

(Signed triplicate.)

JNO. NICKS,
Maj. Com'd'g Southwestern District Georgia.

(No. 4.) ABSTRACT FOR DECEMBER.

Abstract of provisions issued from the 1st to the 31st December, 1818, to troops of the United States, &c. stationed at Fort Gadsden, East Florida, under the command of Major Jno. Nicks, 7th inf'y, under the contract of Benjamin G. Orr.

		No. of returns.	No. of men.	No. of women.	No. of days.	No. of complete rations.	Rations of meat.	Rations of flour.	Rations of whiskey.	Rations of soap.	Rations of candles.	Rations of salt.	Rations of vinegar.	Quarts of salt.	Rations of whiskey, extra.	
1 and	4 Dec	1	1		4	4										Of Capt. G. P. Peters' comp. artillery.
1 "	4 "	2	179	10	4		500	756	756	756	756	756	756			Of the 7th inf'y.
1 "	4 "	3	68	2	4		220	280	280	280	280	280	280			Of Capt. Peters' co. artillery.
1 "	4 "	4	1		4	4										Of the 7th inf. prisoner.
1 "	4 "	5	1		4	4										Of " on command.
1 "	4 "	6	1		4	4										Of " off do.
1 "	4 "	7	1		4	4										Of Capt. Peters' co. artillery.
3 "	5 "	8	1		3	3										Of the 7th inf'y, discharged.
1 "	8 "	9	1		8	8										Of " off command
5 "	8 "	10	3	1	4	16										Of " "
5 "	8 "	11	9		4	36										Command from St. Marks.
5 "	8 "	12	2		4	8										Of the 7th inf. discharged.
5 "	8 "	13	3		4	12										Prisoners in charge of guard.
5 "	8 "	14	70	3	4	292										Capt. Geo Peters' co. artillery.
5 "	8 "	15	4		4	16										Of the 7th inf. off command.
5 "	8 "	16	100	6	4	424										Of " "
"	10 "	17						872								For the supply of Ft. St. Marks.

5	"	10	"	18	62	3	6	390							Of the 7th inf'y.
9	"	10	"	19	8		2	16							Command from St. Marks.
5	"	12	"	20	1		8	8							Of the 7th inf. off command.
9	"	12	"	21	3		4	12							Of " prisoner.
9	"	12	"	22	70	3	4	292							Capt. Peters' co. artillery.
9	"	12	"	23	2		4	8							Of the 7th inf. discharged.
9	"	12	"	24	1		4	4							Of the " on command.
9	"	12	"	25	102	7	4	436							Of " "
11	"	16	"	26	1		6	6							Of 7th inf. off command.
13	"	16	"	27	3		4	12							Of " prisoner.
13	"	16	"	28	66	3	4	276							Capt Peters' co. artillery.
13	"	16	"	29	103	7	4	440							Of the 7th inf'y.
13	"	16	"	30	1		4	4							Of " discharged.
13	"	20	"	31	1		8	8							Of " on command.
16	"	20	"	32	101	7	4		288	432	432	432	432	432	432		Of " "
17	"	20	"	33	3		4	12									Of " prisoner.
17	"	20	"	34	1		4	4									Of " discharged.
17	"	20	"	35	1		4	4									Of " "
17	"	20	"	36	64	3	4		199	268	268	268	268	268	268		Of Capt. Peters' co. artillery.
		24	"	37					2,660	2,617	3,088						For the sup't of F. St. Marks.
20	"	24	"	38	1		4	4									Of the 7th inf'y, discharged.
21	"	24	"	39	3		4	12									Of " prisoners.
21	"	24	"	40	1		4	4									Of " discharged.
21	"	24	"	41	101	7	4	432									Of " "
21	"	24	"	42	64	3	4	268									Capt. Peters' co. artillery.
21	"	24	"	43	1		4	4									Of the 7th inf. on command.
		24	"	44	1		4	4									Of " discharged.
		25	"	45												129	Extra.
25	"	28	"	46	1		4	4									Of the 7th inf. on command.
25	"	28	"	47	1		4	4									Of the " discharged.
25	"	28	"	48	70	3	4	292									Capt. Peters' corps artillery.

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ABSTRACT FOR DECEMBER—Continued.

	No. of returns.	No of men.	No. of women.	No. of days	No. of complete rations.	Rations of meat.	Rations of flour.	Rations of whiskey.	Rations of soap.	Rations of candles.	Rations of salt.	Rations of vinegar.	Quarts of salt.	Rations of whiskey, extra.	
25 and 28 Dec.	49	3		4	12										Of the 7th inf. prisoners.
25 " 28 "	50	101	7	4	432										Of the " "
29 "	51												8		For the public horses at this post.
1 " 31 "	52		1	31	31										Of the 7th inf'y.
5 " 31 "	53	1		27	27										Of Capt. Peters' comp. disch'd.
13 " 31 "	54	1		19	19										Of the 7th inf'y, do.
17 " 31 "	55	1		15	15										Of Capt. Peters' co. artillery.
26 " 31 "	56	7	1	6	48										Of the 7th inf. on command.
29 " 31 "	57	4		3	12										Of do. do. prisoners.
29 " 31 "	58	98	7	3	315										Of do. do.
29 " 31 "	59	1		3	3										Of do. do. discharged.
29 " 31 "	60	67	3	3	210										Capt. Peters' corps artillery.
1 " 31 "	61	2		31	62										Of do. do. officers' waiter.
1 " 31 "	62	1		31	93										Lieut. J. W. Spencer, artillery.
1 " 31 "	63	1		31	93										Lieut. R. D. Davis, of 7th inf'y.
1 " 31 "	64	1		31	31										Lieut Murdock, of do. do.
1 " 31 "	65	2		31	62										Of the 7th inf'y, officers' waiters.
1 " 31 "	66	1		31	62										Lieut. H. M. Minton, 7th inf.
1 " 31 "	67	1		31	31										Lieut. Willhight, 7th inf.

1	" 31 "	68	z	31	62										Of the 7th inf'y, officers' waiters.
1	" 31 "	69												383	Extra duty men at this post.
					5,415	3,867	5,225	4,824	1,736	1,736	1,736	1,736	8	512	

ISSUES TO INDIANS, &c.

	No. of returns.	No. of men and women.	No. of days.	Rations of *salt*.	Rations of flour.	Quarts of salt.	
Dec. 3	70		2	14	14		Francis's family.
" 6	71			20	20		Ocheesee Indians.
" 6	72	6		18	18		Suwanee Indians.
" 6	73			4	4		Bluntstown Indians.
" 7	74	7		28	28		Blunt's family.
" 7	75			28	28		Francis's family.
" 7	76			36	36	2	Indians surrendered.
" 1 and 8	77	20	8	160	160		Negroes taken from Indians.
" 1	78			90	90		Indians surrendered from Suwaney.
" 10	79			90	90		Blunt's family.
" 10	80			6	60	2	Indians surrendered from Suwaney.
" 10	81			140	100	2	Francis's family.
" 11	82			18		4	Indians surrendered.
" 11	83			18		4	Do. do.
" 9 and 12	84	20	4	80	80		Negroes taken from Indians.
" 12	85			12	12		Indians surrendered.
" 12	86			80		8	Do. do.
" 12	87			20	20		Indian Bill.
" 12	88			72	72		Ocheesee Indians.
" 14	89			12	12		Indians surrendered.

ISSUES TO INDIANS, &c.—Continued.

	No. of returns.	No. of men and women.	No. of days.	Rations of meat.	Rations of flour.	Quarts of salt.	
Dec. 15	90					4	Indians surrendered.
" 16	91.			15	15		Do. on express.
" 13 and 16	92	20	4	80	80		Negroes.
" 19	93			40	30	4	Indians surrendered.
" 17 " 20	94	20	4	80	80		Negroes.
" 21 " 24	95	20	4	80	80		Do.
" 25	96			3	3		Indians on express to St. Marks.
" 25 " 28	97	20	4	80	80		Negroes.
" 29	98			5			Indian Sall.
" 30	99			24	24		Do. going in pursuit of runaway negroes.
" 30	100			7	7		Indians.
" 30	101			5	5		Do.
" 29 " 31	102	11	3	33	33		Negroes.
" 31	103			36		2	Indian Sall.
				1,418	1,211	34	

RECAPITULATION.

REMARKS.	Complete rations.	Rations of meat.	Rations of flour.	Rations of whiskey.	Rations of soap.	Rations of candles.	Rations of salt.	Rations of vinegar.	Quarts of salt.	Rations of extra whiskey
Issues to regulars	5,415	3,867	5,225	4,824	1,736	1,736	1,736	1,736	8	512
Issues to Indians, &c.		1,418	1,211						34	
Aggregate	5,415	5,285	6,436	4,824	1,736	1,736	1,736	1,736	42	512

I certify that I have carefully examined the above abstract, with the original returns now in my possession, and find it a correct and true account of issues to the troops, &c. at the post under my command, amounting to five thousand four hundred and fifteen complete rations, five thousand two hundred and eighty-five rations of meat, six thousand four hundred and thirty-six rations of flour, four thousand eight hundred and twenty-four rations of whiskey, one thousand seven hundred and thirty-six rations of soap, one thousand seven hundred and thirty-six rations of candles, one thousand seven hundred and thirty-six rations of salt, one thousand seven hundred and thirty-six rations of vinegar, forty-two quarts of salt, and five hundred and twelve rations of extra whiskey.

(Signed triplicates.) JNO. NICKS,

Maj. Com'g Southwestern District, 7th Mil. Dept.

(No. 1. G.) ABSTRACT FOR JANUARY.

Abstract of provisions issued from the first to the *twelveth* of January, 1819, to the troops of the United States, &c. stationed at Fort Gadsden, E. Florida, under command of Major Jno. Nicks, 7th infantry, and under contract of Benj. G Orr.

DATES.	No. of returns.	No. of men.	No. of women.	No. of days.	No. of rations meat.	No. of rations flour.	No. of rations whiskey.	No. of rations soap.	No. of rations candles.	No. of rations salt.	No. of gills extra whiskey.	REMARKS.
1 and 4 January	1	99	7	4	424	212	424	424	424	424		Of the 7th infantry
1 and 4 do	2	64	3	4	268	134	268	268	268	268		Capt. G. P. Peters' comp. artillery
1 and 4 do	3	2		4	8	4	8	8	8	8		Of the 4th infantry
1 and 4 do	4	4		4	16	8	16	16	16	16		Of the 7th infantry, prisoner
1 and 4 do	5	1		4	4	2	4	4	4	4		Of Capt. G. P. Peters' com. artillery
1 and 4 do	6		1	4	4	2	4	4	4	4		Of the 4th infantry
1 and 6 do	7	2		6	12	6	12	12	12	12		Of the 7th do
7 do	8				800	348						For the supply of Fort St. Marks
1 and 8 do	9	1		8	8	4	8	8	8	8		Of the 7th inf'y, discharged
5 and 8 do	10	87	7	4	376	188	376	376	376	376		Of do
5 and 8 do	11	65	3	4	272	136	272	272	272	272		Capt. G. P. Peters' comp. artillery
5 and 8 do	12		1	4	4	2	4	4	4	4		Of the 4th infantry
5 and 8 do	13	2		4	8	4	8	8	8	8		Of do prisoner
5 and 8 do	14	4		4	16	8	16	16	16	16		Of the 7th infantry
5 and 8 do	15	1		4	4	2	4	4	4	4		Of Capt. G. P. Peters' co. discharged
5 and 8 do	16	5		8	40	20	40	40	40	40		Of do do do
5 and 8 do	17	3		4	12	6	12	12	12	12		Of the 7th infantry on command
1 and 9 do	18										93	Extra duty men at this post

5 and 10 do	19	9		6	54	27	54	54	54	54		On command
9 and 12 do	20	90	7	4	388	194	388	388	388	388		Of the 7th infantry
9 and 12 do	21	61	3	4	256	128	256	256	256	256		Capt. G. P. Peters' comp. artillery
9 and 12 do	22	2		4	8	4	8	8	8	8		Of the 4th infantry, prisoners
9 and 12 do	23	4		4	16	8	16	16	16	16		Of the 7th do do
9 and 12 do	24		1	4	4	2	4	4	4	4		Of the 4th do
9 and 12 do	25	7		4	28	14	28	28	28	28		Command from St. Marks
9 and 12 do	26	1		4	4	2	4	4	4	4		Of Capt. G P. Peters' comp. art'y, dis.
1 and 12 do	27		1	12	12	6	12	12	12	12		Of the 7th infantry
9 and 12 do	28	5		8	40	20	40	40	40	40		Of Capt. G. P. Peters' art'y, disch'd
9 and 12 do	29	2		12	24	12	24	24	24	24		Of do waiters of the line
16 Nov. 1818	30				15,200	10,470	15,872		15,013	15,000		For the supply of the garrison at St. Marks
					18,310	11,973	18,182	2,310	17,323	17,310	93	

17—100

ISSUES TO INDIANS, &c.

DATES.	No. of returns.	No. of men and women.	No. of days.	Rations meat.	Rations flour.	Quarts of salt.	REMARKS.
1st January	31			8		18	Ochese Indians
1 do	32			4	2		Do do
1 do	33			32			Do do
2 do	34			4	2		Indians on express
3 do	35			48	24		Ocheese Indians
3 do	36			3	3		Indians on express
4 do	37			4	2		Do do
4 do	38			30	15		Do hunting party
1 and 4	39	11	4	44	22		Negroes taken from Indians
5	40			3	3		Indians on express
5	41			16	16		Do women, their husbands on express

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ISSUES TO INDIANS, &c.—Continued.

DATES.	No. of returns.	No. of men and women.	No. of days.	Rations meat.	Rations flour.	uarts of salt.	REMARKS.
6 January	42			3	2		Indians on express
8	43					2	Do
5 and 8	44	11	4	44	22		Negroes taken from Indians
9	45			6		2	Indian on express
9 " 12	46	12	4	48	24		Negroes taken from Indians
				279	137	16	

RECAPITULATION.

REMARKS.	Rations meat.	Rations flour.	Rations whiskey.	Rations soap.	Rations candles.	Rations salt.	Quarts salt.	Gills extra whiskey.
Issues to regular trooops	18,310	11,973	18,182	2,310	17,323	17,310		93
Issues to Indians, &c.	297	137					16	
Aggregate -	18,607	12,110	18,182	2,310	17,323	17,310	16	93

I certify that I have carefully examined the above and within abstract, with the original returns now in my possession, and find it a correct and true account of issues to the troops, &c. at the post under my command, amounting to eighteen thousand six hundred and seven rations of meat, twelve thousand one hundred and ten rations of flour, eighteen thousand one hundred and eighty-two rations of whiskey, two thousand three hundred and ten rations of soap, seventeen thousand three hundred and twenty-three rations of candles, seventeen thousand three hundred and ten rations of salt, sixteen quarts of salt, and ninety-three gills of extra whiskey. (Signed triplicate)

JNO. NICKS,
Major Com'g West Sec. 7th Mil. Dept.

[*Receipts of Benj. G. Orr, referred to in page* 29.]

No. 1,660. WASHINGTON, 11*th Feb'y*, 1818.

SIR: When the appropriation for army subsistence, now before the Congress of the United States, passes, be pleased to pay to the order of Richard Smith, esq., cashier of the office of discount and deposite Washington, the sum of fifty-five thousand dollars, which charge to my acc't as army contractor for the State of Georgia, from the 31st of May, 1818, to the 1st of June, 1819, and oblige

Your most obed't serv't,
BENJ. G. ORR.

The hon'ble JOHN C. CALHOUN, *Secretary of War.*

Accepted. JOHN C. CALHOUN.

On the back of which said order is the following receipt:

Received, February 19th, 1818, part of warrant No. 1,660, for fifty-five thousand dollars, issued by the Sec'y of War, on acc't of subsistence, being for a bill of exchange dated 11th February, 1818, in my favor, drawn by Benjamin G. Orr, on acc't of his contract dated 9th February, 1818, for which sum he is accountable.

$55,000. RD. SMITH, *Ch.*

No. 1,733.

Received, March 6th, 1818, warrant No. 1,733, for fifteen thousand dollars, issued by the Sec'y of War on acc't subsistence, being on acc't of my contract dated 9th Feb'y, 1818, for which sum I am accountable.

$15,000. BENJ. G. ORR.

No. 2,262.

Received, July 2d, 1818, warrant No. 2,262, for ten thousand dollars, issued by the Sec'y of War on acc't of subsistence, being on acc't of my contract for the supply of rations in Georgia, for which sum I am accountable.

$10,000. BENJ. G. ORR.

Voucher C—Referred to in exceptions, page 29.

FORT GAINES, 26*th September*, 1818.

SIR: Enclosed you will receive the evidences of the failure of the contractor to supply fresh beef, as required.

Agreeable to the bill of purchase, which is herewith transmitted, I have given a draft upon the Secretary of War; the amount being twenty-six hundred and thirty-three dollars and twelve cents.

I am, sir, your most obedient humble servant,
J. SPENCER, *A. D. Q. M. General.*

Twenty dollars has been paid, in addition, for the driving the cattle to Fort Scott.

PETER HAGNER, Esquire,
Washington City, D. C.

FORT GADSDEN, EAST FLORIDA,
January 27th, 1819.

SIR: I received your letter of the 28th ult., requesting the evidences of the purchase and payment of fresh beef issued to the troops at this post. I have to state, that the beeves were at this place at the time I was appointed to the quartermaster department; and who made the purchase, or paid for them, I am not able to say, but believe it was Captain Spencer, assistant deputy quartermaster general, as they were sent from Fort Scott and Fort Gaines to this place.

I am, respectfully, sir, your obedient servant,
GEO. MURDOCK,
Lt. and Qr. Master 7th Inf.

N. B. Enclosed you have an order relative to the issuing of said beef.
G. M.

FORT GADSDEN, *8th September*, 1818.

District Orders.

The contractor having failed to furnish fresh beef, and a supply of that article being at present furnished by the assistant deputy quartermaster general, the commandants of posts will cause the beef to be issued by their quartermasters, on whom they will return and exclude the amount so issued from their returns on the contractor; and they will, at the close of every month, sign an abstract for the quantity received of their quartermasters, who will be held strictly responsible for the quantity of beef they may receive, and will furnish to the 3d Auditor of the Treasury Department the abstract for the same. And at present, at this post, one day's meat will be excluded from each return of companies for four days, and will continue in this way, should it be found to answer. A copy of this order will accompany the abstract forwarded.

M. ARBUCKLE,
Lt. Col. Commanding South W. Dist. Georgia.

Certified: W. D. HOPKINS, *Lt. Act'g Adjt.*

"BILL OF PURCHASE."

The United States		*To John Brockman, Dr.*
17th June, 1818.	For eighteen beef cattle furnished the United States' troops at Fort Scott, by request of Major General Gaines, averaging three hundred and forty-eight pounds, each, at eight cents per pound, - - - -	$501 12
4th Sept. 1818.	For eighteen beef cattle furnished the United States' troops in the southwestern district of Georgia, by order of Lieutenant Colonel Arbuckle, commanding; averaging three hundred and forty-five pounds, each, at eight cents per pound, - - - -	496 80
21st Sept.	For forty beef cattle furnished the United States' troops in the S. W. district of Geor-	

	gia, by order of Lt. Col. Arbuckle, commanding; averaging, each, four hundred and thirty-six pounds, at eight cents per pound,	1,395 20
25th Sept.	For ten beef cattle, furnished at Fort Gaines, for the use of the Indians lately surrendered, by or. of Lt. Col. Arbuckle, commanding; averaging three hundred pounds each, at eight cents per pound, - - -	240 00
		$2,633 12

There being no magistrate here before whom my deposition could be taken, I therefore certify that the above purchase of beef, made by me, was made at the lowest price that the state of the market would permit.

25th Sept. 1818, *at Fort Gaines.*

(Signed duplicate.) J. SPENCER, *A. D. Q. M. General.*

FORT GADSDEN, 31*st August*, 1818.

Colonel Arbuckle's order for purchase of cattle.

SIR: The contractor having failed to furnish fresh beef, you will, in the shortest period possible, furnish, at the following named posts, a supply of beef, on the foot, as followeth, viz. at Fort Gadsden four thousand rations; at Fort St. Mark's five thousand rations; at Fort Scott two thousand five hundred rations; and at Fort Gaines (for the use of the Indians who have surrendered) two thousand rations.

(Signed) M. ARBUCKLE,
Lt. Col. Comd'g Southwestern Dist. Georgia.

Capt. J. SPENCER, *A. D. Q. M. Gen.*

Certified: J. SPENCER, *A. D. Q. M. Gen.*

FORT GAINES, 16*th September*, 1818.

Colonel Arbuckle's order for additional purchase.

SIR: In consequence of the failure of the contractor to furnish fresh beef at the posts of Fort Scott, Gadsden, and St. Marks, you will purchase, for the troops stationed at those posts, six thousand nine hundred and fifty rations of beef, on the foot, to be distributed to the abovenamed posts in the proportion required by my order of the 31st of August, 1818.

I am, sir, very respectfully, your obedient servant,

(Signed) M. ARBUCKLE,
Lt. Col. Comd'g Southwestern Dist. Georgia.

Capt. J. SPENCER, *A. D. Q. M. Gen.*—Present.

Certified: J. SPENCER, *A. D. Q. M. Gen.*

Capt. Donoho's receipt.

Received at Fort Scott, 4th September, 1818, of Captain J. Spencer, A. D. Q. M. Gen., eighteen beef cattle, for the use of the army of the United States, averaging three hundred and forty-five pounds each.

(Signed duplicates.) S. DONOHO, *Capt. Artil.*

Captain Donoho's second receipt.

Received at Fort Scott, 21st September, 1818, of Captain J. Spencer, A. D. Q. M. Gen., forty head beef cattle, for the use of the army of the United States, averaging four hundred and thirty-six pounds each.

(Signed duplicates.) S. DONOHO, *Capt. Artil.*

G. Lefwich's receipt.

Received, Fort Gaines the 25th September, 1818, of J. Spencer, A. D. Q. M. Gen., ten beef cattle, for the use of the Indians lately surrendered, at an average of three hundred pounds each.

(Signed duplicates) G. LEFWICH, *Lt. 7th.*

MILLEDGEVILLE, GEORGIA, *Oct.* 5, 1818.

The honorable the Secretary of War:

Copy of a letter from M. Rosseau to the Secretary of War.

SIR: I have the honor to inclose to you a bill of exchange for amount of provisions furnished Capt. J. Spencer, A. D. Q. M. Gen U. States' army, for the use United States' troops, agreeable to letters of advice already forwarded to you by the proper person, viz., John Brockman, $2,633 12 cts.: the amount of the first bill of exchange, you will much oblige me by ordering to be remitted to this place in a draft on any of the banks of Georgia, in my favor, on payment of which the second bill of exchange will be annulled.

I have the honor to be,
Your obdt. sevt.
MOZEA ROUSSEAU.

The honorable *James* C. CALHOUN,
Secretary of War, Washington City.

Exchange for $2,633 12.—No. 1.

To the honorable Secretary of War:

Bill of exchange.

SIR: At ten days' sight of this my first of exchange, second of the same tenor and date not being paid, be pleased to pay to John Brockman or order the sum of twenty-six hundred and thirty-three dollars and twelve cents, being for beef purchased for the U. S. troops, as per advice herewith, of this date.

J. SPENCER,
A. D. Q. M. Gen.

Fort Gaines, 25th September, 1818.

Tho. T. Tucker's receipt.

Received, October 19th, 1818, warrant No. 2,747, for two thousand six hundred thirty-three dollars and twelve cents, issued by the Secretary of War on account of subsistence, being for a bill of exchange in favor of John Brockman, dated 25th September, 1814, drawn by J. Spencer, A. D. Q. M. for purchase of beef, on the failure of Ben. G Orr, for which sum he is accountable, to be remitted to Mozea Rousseau, at Milledgeville, Georgia.

TH. T. TUCKER,
Treas. U. States.

$2,633 12

MILLEDGEVILLE, *November* 1, 1818.

M. Rousseau's rec'pt & letter.

SIR: I have this day the honor to acknowledge the receipt of your favor of the 19th October, of warrant No. 2,747, issued by the Secretary of War for a bill of exchange for $2,633 12, in favor John Brockman, payable to me, which I have received.

Respectfully, sir,

Your obedient servant,

MOZEA ROUSSEAU.

PETER HAGNER,

Third Auditor's Office, Washington City.

Order of Gen. Gaines.

The contractor having failed to supply fresh beef as required, Mr. J. Brockman is requested to furnish this post with twenty head of good steers, for which he shall receive the contract price, payable in a draft at ten days' sight on the Department of War.

EDMUND P. GAINES,

Maj. Gen. brevet Maj. command'g.

HEAD QUARTERS, *Fort Scott,*

June 17, 1818.

Col. Arbuckle's certificate.

I certify that the contractor received and issued eighteen head of beef cattle, purchased or obtained of Mr. John Brockman in June last, on the above requisition, and that this lot of cattle averaged three hundred and forty-eight pounds each, from a calculation made of the weight of the largest and smallest of them, being the manner (I understood,) their weight was to be ascertained.

M. ARBUCKLE,

Lt. Col. 7th Inf'y.

FORT GAINES, *September* 25, 1818.

FORT GADSDEN, EAST FLORIDA,

November 19, 1818.

Letter from Lt. Murdock to the Third Auditor.

SIR: Enclosed you will find abstract of fresh provisions issued to the troops at this post, from the 9th September, to 31 October, 1818, inclusive. The order of Col. Arbuckle has not been strictly attended to, that is, in forwarding on monthly abstracts, owing to the business having been done by many different officers, and the quartermaster not at the post.

Respectfully, sir,

Your obedient servant,

GEO. MURDOCK,

Lieut. act'g Qr. master 7th Inf.

Directed to the THIRD AUDITOR,

Treasury Department, Washington City.

ABSTRACT of fresh provisions issued to the United States' troops, under the command of Brevet Maj. D. E. Twiggs, at Fort Gadsden, East Florida, commencing 9th September, and ending 31 October, 1818, inclusive.

DATE.	Rations of fresh beef.	REMARKS.
Sep. 9th, 1818, to the 30th	1,343	Issued to 7th U. S. infantry
Do do do	12	Do Lt. Col. Arbuckle
Do do do	45	Do Brvt. Maj. D. E. Twiggs
Do do do	29	Do Cap. Geo. Birch
Do do do	49	Do Cap. Tho. Blackstone
Do do do	29	Do Lt. B. Christian
Do do do	45	Do Lt. Geo. Murdock
Do do do	49	Do Lt. Tho. C. Withite
Do do do	37	Do Doct. Heustis
Do do do	13½	Do Indian negroes
October 1 to the 31	2,341	Issued to 7th U. S. infantry
Do do do	151	Do artillery
Do do do	18	Do Capt. Peters
Do do do	69	Do Brvt. Maj. D. E. Twiggs
Do do do	64½	Do Cap. Birch
Do do do	70½	Do Cap Tho Blackstone
Do do do	64½	Do Lt. B. Christian
Do do do	69	Do Lt. Geo. Murdock
Do do do	70½	Do Tho. C. Whitite
Do do do	18	Do Lt. Menton
Do do do	18	Do Lt. Spencer
Do do do	72	Do Doct. Heustis
Do do do	56	Do Indian negroes
	3,082	

RECAPITULATION.

Remarks.	Rations of fresh beef.
Issues to regular troops, - - - -	3,835
Issues to officers, - - - -	829
Issues to Indian negroes - - - -	69?
Aggregate, - - -	4,733

I certify that I have carefully examined the above abstract, with the origi nal returns now in my possession, and find it a correct and true account o

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issues to the troops, &c., at this post under my command, amounting to four thousand seven hundred and thirty-three and one-half rations fresh beef.

(Signed triplicates.)

D. E. TWIGGS,
Brevet Maj. 7th Infantry commanding.

FORT GAINES, *January* 25, 1819.

SIR: Enclosed you will receive an abstract of the amount of beef and corn, furnished the hostile Indians from the post under my command: there being a number of small returns, I have consolidated them, holding the original returns should they be required.

I have also sent you an extract of the order of Lieut. Col. Arbuckle, by virtue of which the Indians were furnished. This abstract includes all issues of corn and beef made to the Indians by me, from the 20th September, 1818, to the 31st January, 1819.

I am, sir, very respectfully,
Your obedient servant,
G. LEFWICK,
Lieut. 7th, com'g Fort Gaines.

PETER HAGNER, Esq.,
3d Auditor, Office T. Dep.

ABSTRACT of beef and corn issued to the hostile Indians, by Lieut. G. Lefwick, com'g Fort Gaines.

Date.	Lbs. beef.	Bushels corn.	
20th Sept., 1818, to the 31st Jan. 1819,	3,000	245½	Furnished the Indians. Lt. Lefwick states, that he received the beef from Capt. Spencer. The corn was furnished by himself, a. qr. mr., and issued to Indians.

I certify that I have carefully examined the above abstract, with the original returns now in my possession, and find it a correct and true account of issues to the hostile Indians, surrendered at the post under my command, amounting to three thousand pounds of beef, two hundred and forty-five and half bushels corn.

G. LEFWICK,
Lieut. 7th, com'g Fort Gaines.

(EXTRACT.)

FORT GAINES, 26*th Sept.*, 1818.

SIR: You will, until further orders, continue to issue provisions (meat and bread,) to the hostile Indians who have surrendered, and have or may arrive within that portion of the Creek nation lying above this, on the Chattahoo-

chie. Should the supply you have on hand not be sufficient, you will issue corn and beef to them.

You will send to the 3d Auditor, (Treas Dept.,) an exact account of the corn and beef purchased and issued to those Indians.

(Signed) M. ARBUCKLE,
Lieut. Col. com'g Sou. Wes. Dis., Geo.

Lieut. G. LEFWICH,
Com'g Fort Gaines.

Voucher D, referred to in exceptions, page 3.

HEAD QRS. FERNANDINA, E. F,
November 25, 1818.

Letter from D. E. Burch to P. Hagner.

SIR: By order of Major General Gaines, enclosed I transmit you a receipt given by the contractor's agent at this post, for one hundred barrels of flour, which was purchased by Major High McCall, act'g ass't dep. qr. mr. gen'l, Savannah, on account of the subsistence of the army.

In order that the amount paid may be charged to the account of the contractor, Major McCall has been ordered to furnish you with a bill of its cost.

I have the honor to be,
Respectfully, your most obedient servant,
DAN'L E. BURCH, *A. D. Camp.*

PETER HAGNER, Esq.,
3d Auditor Treas'y Dept., Washington, D. C.

Receipt of W. Brooks, contractor's agent, receipt.

Head qrs. Fernandina, E. F., November 28, 1818. Received of Major General Gaines, one hundred barrels flour, shipped to him from Savannah, on board the sloop John Chevalier, John Chevalier, master, as pr. bill of lading, bearing date the 16th November, 1818, it having been purchased by Major Robert McCall, act'g ass't dept. qr. mr. gen'l, Savannah, on account of the subsistence of the army, and which is now to be entered in the books of the 3d Auditor, Treas'y Department, at its cost, to the account of Benj. G. Orr, contractor for this post.

(Duplicate.) WILSON BROOKS, *Contractor's Agent.*

Bill for flour.

The United States to H. B. Gevathney, Dr.

To one hundred barrels of superfine *flour*, for the use of the United States' troops at Fernandina, a drs. 10 25 pr. barrel.

$100 25. H. B. GEVATHNEY.

SAVA., *Nov'r* 16, 1818.

Receipt of Gwathney.

Savannah, November 16, 1818. Received of Hugh McCall, ast. d. qr. m. gen'l, one thousand and twenty-five dollars, in full for the above account.

(Signed duplicate hereof.)

H. B. GEVATHNEY.

ASSISTANT ADJUTANT GENERAL'S OFFICE,
Savannah, November 14, 1818.

Order for the purchase of flour.

SIR: The contractor having failed to supply the troops at Amelia Island, you will, pursuant to the order given on the 10th instant to Captain Erving, by General Gaines, immediately purchase, and have transported to that post, one hundred barrels of good *flour*.

By command.

(Signed) J. M. GLASSELL, *Ast. Ad. Genl.*

Major HUGH MCCALL,
Act'g Ast. D. Qr. M. Genl.

Extract of a letter from Captain Erving.

HEAD QUARTERS, FERNANDINA,
November 10, 1818.

On your arrival at Savannah, you will endeavor to ascertain whether the contractor's agent has sent hither a supply of *flour;* and if he has not, you will obtain a supply, and forward to this place as soon as practicable, one hundred barrels of good *flour*. It must be obtained from the contractor's department if possible; otherwise it must be purchased pursuant to the regulations of the War Department.

(Signed) EDMUND P. GAINES,
Maj. Genl. by Brevet.

The foregoing is a true extract.

(Signed) JNO. ERVING,
Cap. Corps Arty.

GEORGE, *Chatham county.*

Deposition of Cap. McCall.

Personally appeared before me Hugh McCall, who being duly sworn, saith, that on the 16th of November, 1818, he purchased one hundred barrels of superfine flour, on account of the quartermaster's department, for the use of the United States' troops at Fernandina, by order of Gen. Gaines; and that the lowest price in the Savannah market, at that time, for flour of that description, was ten dollars and twenty-five cents per barrel.

(Duplicates.) HUGH McCALL,
M. S. and Act'g Ast. D. Q. M. Gen.

Sworn to before me, this 7th day of December, 1818.

JOB W. BOLLES, *Clerk S. C. C. C.*

Bill of lading.

Shipped, in good order and well conditioned, by Hugh McCall, mil'y s. k., on board the good sloop called the John Chevalier, whereof is master, for the present voyage, John Chevalier, now lying in the port of Savannah, and bound for Fernandina and St. Mary's; to say, one hundred barrels of flour, marked as pr. margin being marked and numbered as in the margin; and are to be delivered in the like good order and condition at the aforesaid post of Fernandina, (the damages of the seas only excepted) unto the order of Major Gen. Gaines, or to his assigns; one hundred barrels of flour, at seventy-five cents per barrel, to be paid by Hugh McCall, with primage average accustomed. In witness

one hundred barrels flour marked R. M. red chalk.

whereof, master or purser of the said sloop, hath affirmed to two bills of lading, all of this tenor and date; one of which being accomplished, the rest to stand void.

Dated at Savannah, the sixteenth day of November, 1818.

JOHN CHEVALIER.

HEAD QUARTERS, FERNANDINA, E. F.
November 28, 1818.

Received from on board the sloop John Chevalier, John Chevalier, master, 100 barrels of flour as specified in the within bill of lading, it having been purchased on account of the subsistence of the army, and now turned over to the contractor's agent at St. Mary's, and his receipts taken therefor, by order of Major Gen. Gaines.

DANIEL E. BURCH, *A. D. Camp.*

Voucher G, referred to in exceptions at page 30.

The United States,

To H. B. Gevathney.

H. B. Gavatheney's receipt for flour.

To 100 barrels of superfine *flour*, for the use of the U. S. troops Fernandina, a $9 50 per barrel	950	00
Wharfage - - - - - - - - -		4
Dollars, -	954	

(Duplicate.)
Feb'y 18, 1819.

H. B GEVATHNEY,
p. A. W. WYLLY.

Savannah, February 18, 1819. Received of Hugh McCall, Ast. D. Q. M. Gen'l, nine hundred and fifty four dollars, in full, for the above account. (Signed duplicates thereof.)

H. B. GEVATHNEY.
p. A. W. WYLLY.

FERNANDINA, *February* 12, 1819

Col. Clinch's order to Maj. McCall

SIR: The contractor having failed to supply the United States' troops, stationed at this post, agreeably to contract, you will, on the receipt of this, purchase and forward to this post, one hundred barrels of *flour*, and fifty barrels of good sound pork, for the use of the United States' troops, with the least possible delay.

I am, &c.

(Signed,) D. L. CLINCH,
Lt. Col. 4th Inf. Com'g 7th Dist.

Major H. McCALL,
Act'g Ast. D. Q. M. Gen'l.

GEORGIA, *Chatham county.*

Personally appeared before me, Hugh McCall, who, being duly sworn, says, that the *flour* purchased by him, as per account annexed, was at the lowest market price for the quantity required.

HUGH McCALL.

Sworn to before me, this day of February, 1819.

A. HUNTER, *J. P.*

P. Stanton bill and receipt for pork.

The United States,

To Patrick Stanton, Dr.

To 50 barrels of good sound pork at $18 per barrel, for the use of the United States' troops at Fernandina $900

Wharfage - - - - - - - - - 2

Dollars, - $902

(Duplicate.) P. STANTON.

February 18, 1819.

Receipt. Savannah, February 18, 1819. Received of Hugh McCall, Ast. D. Q. M. General, nine hundred and two dollars, in full, for the above account.

(Signed duplicates hereof.) P. STANTON.

FERNANDINA, *February* 12, 1819.

Col. Clinch's order to Maj. McCall. SIR: The contractor having failed to supply the United States' troops, stationed at this post, agreeably to his contract, you will, on the receipt of this, purchase and forward to this post, one hundred barrels of *flour*, and fifty barrels of good sound pork, for the use of the United States' troops, with the least possible delay.

I am, &c.

(Signed,) D. L. CLINCH,

Lt. Col. 4th Inf'y, Comm'g E. S. 7th Dist.

Major H. McCALL,

Act'g Act. D Q. M. Gen'l.

(A true copy from the original.) HUGH McCALL.

Act'g Ast D. Q. M. Gen'l.

GEORGIA, *Catham county.*

Maj. McCall's affidavit. Personally appeared before me, Hugh McCall, who, being duly sworn, says, that the pork purchased by him, as per account annexed, was at the lowest price for the quality required.

HUGH McCALL.

Sworn to before me, this day of February, 1819.

A. HUNTER, *J. P.*

J. Blankenship's bill and receipt for transportation.

The United States,

To James Blankenship, Dr.

To transportation of one hundred barrels of *flour*, and fifty barrels of pork, from Savannah to Fernandina. Dollars, - - 100

JAMES BLANKENSHIP.

Savannah, March 8, 1819. Received Hugh McCall, A. D. Q. M. Gen'l, one hundred dollars, in full, for the above account.

(Signed duplicates:) JAMES BLANKENSHIP.

FERNANDINA, *February* 12, 1819.

Col. Clinch's order. SIR: The contractor having failed to supply the United States' troops, stationed at this post, agreeably to his contract, you will, on the receipt of this, purchase and forward to this post, one hundred barrels of *flour*, and fifty barrels of good sound pork, for the use of the United States' troops, with the least possible delay.

(Signed) D L CLINCH,

Lt. Col. 4th Inf'y, Com'g E. S. 7th Dist.

Lt. Slaughter's receipt.

Received of Captain Blankenship at St. Mary's, Georgia, 27th February, 1819, one hundred barrels of *flour*, and fifty barrels of pork, being the amount of the bill of lading, and the property of the United States.

(Signed) L. SLAUGHTER,
Lieut. & A. A. D. Q. M. Genl.

The foregoing are true copies of the original.—Savan'a, March 8th, 1819.
HUGH McCALL, *A. A. D. Q. M Gen.*

W. Brooks, contractor's agent. Receipt for flour and pork.

Received of Lieut. Lee Slaughter, acting assistant deputy quartermaster general, St. Mary's, Georgia, 1st March, 1819, one hundred barrels of flour, and fifty barrels of pork; being the property of the United States, and furnished by Hugh McCall, acting assistant deputy quartermaster general, in consequence of the contractor's failure to furnish according to contract; and was turned over to me for issue by order of Lieut. Col. D. L. Clinch

(Duplicates.) WILSON BROOKS,
Contractor's Agent.

Shipped, in good order and well conditioned, by Hugh McCall, assistant deputy quartermaster general, on board the good sloop called the Howard and James, whereof is master, for the present voyage, James Blankenship, now lying in the port of Savannah, and bound for St. Mary's and Fernandina; to say one hundred barrels of flour and fifty barrels of pork, being marked and numbered as in the margin; and are to be delivered in the like good order and condition at the aforesaid post of Fernandina (the damages of the seas only excepted) unto Lieut. Col. D. L. Clinch, or to his assigns; the freight to be paid by Hugh McCall, in Savannah, upon producing a receipt of its safe delivery, at one hundred dollars, with wharfage, &c., and average accustomed.

100 barrels flour 50 barrels pork.

In witness whereof, the master or purser of the said sloop hath affixed to three bills of lading, all of this tenor and date; one of which being accomplished, the rest to stand void.

Dated in Savannah, the eighteenth day of February, 1819.

JAMES BLANKENSHIP.

Vouchers K, L, & M, referred to in exceptions at page 30.

Abstract of provisions purchased by Capt. Hugh McCall, acting assistant deputy quartermaster general, at Savannah, and expenses incurred, on failure of the contractor, B. G. Orr, under his contract dated 9th February, 1818.

No.	Date 1819.	Of whom purchased.	Articles.	Amount.
65	April 15	L. Baldwin	Soap, candles, &c.	201 28
56	"	Nichols & Co.	Pork	2,164 80
57	"	Douglass & S.	Flour and whiskey	2,263 44
59	"	Philip Brasch	Vinegar	65 15
65	"	Elisha Luce	Expenses	181 50
				$4,876 17

The above provisions delivered over to the contractor's agent, per receipt herewith:

W. Brooks, contractor's agent.—Rec't. Received of Lieut. Lee Slaughter, acting assistant deputy quartermaster general, at Traders' Hill cantonment, Georgia, during the month of May, 1819, one hundred and sixty barrels of flour; one hundred and twenty barrels of pork; sixteen hogsheads of whiskey, containing two thousand and eight gallons; ten barrels of vinegar, containing three hundred gallons; twenty three boxes of soap, containing twelve hundred and seven pounds; and thirteen boxes of candles, containing four hundred sixty-six pounds, supplied by order of Major General Gaines, in consequence of the contractor's failure to furnish agreeable to contract.

(Signed duplicates:) WILSON BROOKS,
Contractor's Agent.

Baldwin's ac't for soap and candles.

The United States,

To Laomi Baldwin, Dr.

To 1,207 lbs. of soap *a* 8 cents - -	$96	56
To 466 lbs. candles *a* 22 cents - - - -	102	52
To wharfage, 1 08; drayage, 1 12½ - - -	2	20½
Dollars	201	28½

L. BALDWIN.

SAVANNAH, *April* 15, 1819.

Receipt. Savannah, April 15, 1819.—Received of Hugh McCall, A. A. D. Q. M. Gen., two hundred and one dollars twenty-eight and half cents, in full, for the above account.

(Signed duplicates:) L. BALDWIN.

General order. HEAD QUARTERS, *E. S. D. South.* AS. AD. GEN'L'S OFFICE, *Savannah, April* 14, 1819.

General Order.

The Act'g Ass't D. Q. M. Gen., at this place, will purchase and forward, for the use of the troops at Amelia Island and Trader Hill, a six weeks' supply of complete rations for six hundred men. The purchase will be made in default of the contractor to furnish agreeable to requisition.

(Signed) J. M. GLASSELL, *As. Ad. Gen.*

GEORGIA, *Chatham county.*

Maj. McCall's affidavit. Personally appeared, before me, Hugh McCall, who, being duly sworn, says, that the articles purchased by him, in conformity with the foregoing order, was at the lowest market price for the quality required.

HUGH McCALL, *A. A. D. Q. M. Gen.*

Sworn to before me, this 17th day of April, 1819,
PAUL THOMASSON, *J. P.*

Nichols & Co's. bill for pork.

The United States,

To Nichols, Dobson, and Hill, Dr.

To 120 barrels of prime pork, New York inspection, warranted sound and well put up, at 18 dollars per barrel - -	$2,160 00
Wharfage - - - - - - -	4 80
Dolls.	2,164 80

NICHOLS, DOBSON, & HILLS.

Receipt. Savannah, April 15th, 1819 —Received of Hugh McCall, A. A. D. Q. M. Gen., two thousand one hundred and sixty-four dollars and eighty cents, in full, for the above account.

(Signed duplicates:)

NICHOLS, DOBSON, & HILLS.

General order.

HEAD QUARTERS, *E. S. D. South.*

AS'T AD. GEN'L'S OFFICE, *Savannah, 14th April,* 1819.

General Order.

The Act'g Ass't D. Q. M. Gen'l at this place, will purchase and forward, for the use of the troops at Amelia Island and Trader's Hill, a six months' supply of complete rations, for six hundred men. The purchase will be made in default of the contractor to furnish agreeable to requisition.

(Signed:) J. M. GLASSELL, *Ass. Ad. Gen.*

GEORGIA, *Chatham county.*

Maj. McCall's deposition. Personally appeared before me, Hugh McCall, who, being sworn, says, that the articles purchased by him, in conformity with the foregoing order, was at the lowest market price for the quality required.

HUGH McCALL, *A. A. D. Q. M. Gen.*

Sworn to before me, this 17th day of April,

PAUL P. THOMPSON, *J. P.*

Douglass and Sorrel's bill of flour and whiskey.

The United States,

To Douglass and Sorrel, Dr.

To 160 barrels of flour, *a* 8 dls. - -	1280
To 2008 gallons of whiskey, *a* 48 cts. - -	963 84
To wharfage, dls. 9 60, drayage, dls. 10 - - -	19 60
Dollars, -	2263 44

DOUGLASS & SORREL.

Savannah, April 15th, 1819.

Receipt. Savannah, April 15th, 1819. Received of Hugh McCall, A. A. D. Q. M. Gen. two thousand two hundred and sixty-three dollars and forty-four cents, in full for the above account.

(Signed duplicates.)

DOUGLASS & SORREL.

General order. HEAD QUARTERS, *E. S. D. South.* AST. AD. GENL'S OFFICE, *Savannah, April* 14, 1814.

GENERAL ORDER.

The Actg. Ast. D. Q. M. Gen'l at this place, will purchase and forward, for the use of the troops at Amelia Island and Trader's Hill, a six weeks' supply of complete rations for six hundred men.

The purchase will be made in default of the contractor to furnish agreeable to requisition.

(Signed) J. M. GLASSELL, *As Ad. Gen.*

Maj. McCall's affidavit. Georgia, Chatham county. Personally appeared before me, Hugh McCall, who, being duly sworn, says, that the articles purchased by him in conformity with the foregoing order, was at the lowest market price for the quality required.

HUGH McCALL, *A. A. D. Q. M. Gen.*

Sworn to before me this 17th day of April, 1819

PAUL P. THOMASSON, *J. P.*

P. Brasch's bill for vinegar.

The United States,

To Philip Brasch, Dr.

To 320 gallons of vinegar, *a* 20 cents - -		64 00
To drayage - - - - - - - -		75
" wharfage - - - - - - - -		40
Dollars, -		65 15

PHILIP BRASCH.

Receipt. Savannah, April 17th, 1819. Received of Hugh McCall, A. A. D. Q. M. Gen. sixty five dollars and fifteen cents, in full for the above account.

Duplicate. PHILIP BRASCH.

General order. HEAD QUARTERS, *E. S. D. South.* AS. AD GENL'S OFFICE, *Savannah, April* 14, 1819.

GENERAL ORDER.

The Actg. Ast. Dep. Q. M. Gen. at this place, will purchase and forward, for the use of the troops at Amelia Island and Trader's Hill, a six weeks' supply of complete rations for six hundred men.

The purchase will be made, in default of the contractor to furnish agreeable to requisition.

By command:

(Signed.) J. M. GLASSELL, *As. Ad. Gen.*

Maj. McCall's affidavit. Georgia, Chatham county. Personally appeared before me, Hugh McCall, who, being duly sworn, says, that the articles purchased by him, in conformity with the foregoing order, was at the lowest market price for the quality required

HUGH McCALL, *A. A. D. Q. M. Gen.*

Sworn to before me, this 17th day of April, 1819.

PAUL P. THOMASSON, *J. P.*

E. Luce's bill freight.

The United States,

To Elisha Luce, Dr.

To freight from Savannah to St. Mary's:

To 160 bls flour, *a* 50 cents	- - - - -	80 00
To 120 do. pork, *a* do	- - - - -	60 00
To 16 hhds whiskey, *a* $2	- - - - -	32 00
To 10 bls vinegar, *a* 50 cents	- - - - -	5 00
To 23 boxes soap, *a* 12½	- - - - -	2 87½
To 13 do candles, *a*	- - - - -	1 62½
	Dollars, -	181 50

ELISHA LUCE.

Savannah, May 7, 1819.

Receipt.

Savannah, May 7, 1819. Received of Hugh McCall, A. A. D. Q. M. Gen. one hundred and eighty-one dollars and fifty cents, in full for the above account.

(Duplicate.) ELISHA LUCE.

General order.

HEAD QUARTERS, *E. S. D. South.* AS. AD. GEN'L OFFICE, *Savannah, April* 14, 1819.

GENERAL ORDER.

The Acting Ast. D. Q. M. Gen. at this place, will purchase and forward, for the use of the troops at Amelia Island and Trader's Hill, a six weeks' supply of complete rations for six hundred men.

This purchase will be made, in default of the contractor to furnish agreeable to requisition.

By command:

(Signed.) J. M. GLASSELL, *Ast. Ad. Gen.*

AMELIA ISLAND, *April* 21, 1819.

Lt. Slaughter to Maj. McCall.

SIR: I have to request you to pay the freight of the provisions which you had transported for the use of the detachment of the United States' troops stationed at Amelia Island and Trader's Hill, as the money which I have in my hands are in drafts on the United States' Branch Bank at Savannah, and have not yet got them exchanged.

(Signed.) L. SLAUGHTER,
Lieut. & A. A. D. Q. M. Gen.

Major HUGH MCCALL,
A. A. D. Q. M. Gen. Savannah.

Bill of lading.

Shipped in good order and well conditioned, by Hugh McCall, A. A. D. Q. M. Gen., on board the good sloop called the Ann, whereof is master for the present voyage, —— Luce, now lying in the port of Savannah, and bound for St. Mary's, Georgia: to say, one hundred and sixty barrels of flour, one hundred and twenty barrels of pork, sixteen hogsheads of whiskey, ten barrels of vinegar, twenty-three boxes of soap, and thirteen boxes of candles, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid port of St. Ma-

160 bls. flour, *a* 50 cts.		80
120 do. pork do		60
16 hhds whiskey, *a* $2		32
10 bls. vinegar, *a* 50 cts.		5
23 boxes soap, *a* 12½		2 87½
13 do candles do		1 62½
Freight Dollars		181 50

T

ly's, (the dangers of the seas only excepted) unto Lieut. Lee Slaughter, or o his assigns, he or they paying freight for the said articles at the rate mentioned in this bill of lading, with primage and average accustomed. In witness whereof, the master or purser of the said sloop hath affirmed to three bills of lading, all of this tenor and date, one of which being accomplished, the rest to stand void.

Dated in Savannah, the fifteenth day of April, 1819.

ELISHA LUCE.

An account of back rations.

An account of back rations due the 1st battalion, company 4th, regiment of infantry.

At Fort Scott, for the month of Jan'y, 1818,	745	rations	bread
	1096	do	soap and candles
2. 2 March, 1818, - - - -	1536	do	vinegar
	20	do	meat
	40	do	vinegar
	20	do	candles
	20	do	soap
3. At Fort Gaines, for the month of Nov. 1817	175	do	spirits
	121	do	soap, candles, and vinegar
4. - - - - - -	306	do	spirits
	390	do	soap, candles, and vinegar
5. At the Indian nation, for March, 1818, -	186	do	meat
	381	do	bread
	539	do	spirits
For February, 1818, - -	542	do	meat
	267	do	bread
	794	do	spirits
	1238	do	soap and candles
	1038	do	vinegar
7. At Fort Scott, for December, 1817, -	86½	do	meat
	377	do	vinegar
8. 1st Consolidated B. Company - -	408	do	vinegar
For March, 1818, - - -	24	do	spirits
9. - - - - - -	54	do	soap, candles, and vinegar
10. For October, 1817 - - -	128	do	spirits, soap, candles, & vinegar
11. - - - - -	16	do	do. do. do.

Bill of rations due the 1st company 4th infantry.

The United States (on account of contractor Benjamin G. Orr) to the 1st battalion, company 4th infantry. Dr.

For 1579½ rations meat, at 10 cents - - - -		$157 95
648 do bread, at 10 cents - - - -		64 80
1924 do whiskey, at 6 cents - - -		115 44
101½ lbs. soap, at 15 cents - - - -		15 22½
44⅔ lbs. candles, at 30 cents - - - -		13 42½
154 quarts vinegar, - - - - -		10 39½
		$377 23½

The acting assistant deputy quartermaster general, A. M. Houston, will pay the above account, amounting to three hundred and seventy-seven dollars and twenty-three cents. WILL. KING, *Colonel.*

CANTONMENT MONTPELIER,
14th March, 1819.

Received of A. M. Houston, acting assistant deputy quartermaster general, three hundred and seventy-seven dollars and twenty three and a half cents, in full of the above account.
(Signed duplicates.) F. L. DADE, *Capt. 4th Inf.*

I certify that the within account, amounting to $377 23½, is accurate and just, as appears by the due bills of the contractor's agent herewith.
F. L. DADE, *Capt. 4th Inf.*

Vouchers N. O. and P. referred to in exceptions page 30.

AMELIA ISLAND, E. F., *10th April*, 1819.

Letter from Lt. Slaughter, to P. Hagner.

SIR: Herewith you will receive my affidavit of the failure of the contractor, agreeable to your request of the 16th March, 1819.

I am, respectfully, sir, your most obedient servant,
L. SLAUGHTER, *Lt. & A. A. D Q. M. G.*

PETER HAGNER, Esq.
Third Auditor, Washington, D. C.

FERDANDINA, A. I., *10th April*, 1819.

Lt. Slaughter's affidavit.

Personally appeared before me, (the commanding officer of Amelia Island, there being no civil authority) Lieutenant Lee Slaughter, acting assistant deputy quartermaster general, and made oath, that the contractor failed to supply the United States' troops stationed at this place under the command of Lt. Col. D. L. Clinch, at different periods, between the 1st of December, 1818, and 31st of March, 1819.

And he further states, that the articles of provisions which was purchased by him, and by order of the commanding officer, were purchased at the lowest *price.*
L. SLAUGHTER,
Lieut. & A. A. D. Q. M. G.

Sworn to before me, this 10th day of April, 1819.
M. M. PAYNES, *Capt. Art'y Com'g.*

W. Brooks, contractor's receipt.

Received of Lieut. Lee Slaughter, acting assistant deputy quartermaster general at Fernandina, Amelia Island, during the month of February, 1819, twenty-one hundred and thirty two pounds of fresh beef, one barrel of salt beef, one hundred and forty six pounds of bacon, and two barrels of flour. The abovementioned provision was purchased by Lieut. Lee Slaughter, for the use of the detachments of United States troops stationed at Amelia Island, E. F., under the command of Lt. Col. D. L. Clinch, in consequence of the contractor's failure to furnish agreeable to contract. (Signed duplicates.)
WILSON BROOKS,
Contractor's Agent.

1139.

Received of Lieut. Lee Slaughter, acting assistant deputy quartermaster general, the 11th March, 1819, six hundred and ten pounds of fresh beef. The above named was purchased by Lieut. Lee Slaughter, for the use of detachment of United States troops stationed at this post, under the command of Lieut. Col. D. L. Clinch, *Clinc*^{h}, in consequence of the contractor's failing to furnish, and was turned over to me for issue, by order of commandant of this post. (Signed duplicates.)

WILSON BROOKS,
Contractor's Agent.

Received of Lieut. Lee Slaughter, acting assistant deputy quartermaster general at Fernandina, Amelia Island, during the month of January, 1819, twelve barrels of salt beef. The above beef was purchased by Lieut. Lee Slaughter, for the use of the detachment of United States' troops stationed at Amelia Island, E. F., under the command of Lieut. Col. D. L. Clinch, in consequence of the contractor's failure to furnish agreeable to contract.

(Signed duplicates.) WILSON BROOKS,
Contractor's Agent.

AMELIA ISLAND, (E. F.) *25th Feb'y*, 1819.

A. Bachlott's account. The United States,

To Alexander Bachlott, Dr.

To the transportation of eight hundred and seventy-nine pounds of beef, being to supply the troops stationed at this post under the command of Lieut. Col. D. L. Clinch, - - - Amount $5 00

The act. assist. dep. quartermaster gen'l will pay the above account of five dollars. (Signed duplicates.)

D. L. CLINCH,
Lt. Co'l 4 Inf'y, Comm'g E. S. 7 Di't.

Received of Lieu't Lee Slaughter, act. asst. D. Q. M. Gen. five dollars, being in full of the above acccount.
A Bachlott's receipt. ALEXANDER BACHLOTT.

FERNANDINA, (E. F.) *12th Feb'y*, 1819.

J. Brook's account. The United States,

To John Brook, Dr.

To the transportation of 1253 lbs. of fresh beef, one barrel of salt beef, and one hundred and twenty-five pounds of bacon, for the use of the detachments of the United States' troops, stationed at Fernandina, (E. F.) under the command of Lieut. Col. D. L. Clinch, from St. Mary's, Georgia, to Amelia Island, amounting to - - - - $5,00

The act'g asst. d'y quartermaster gen'l will pay the above account amounting to five dollars.

D. L. CLINCH,
Lt. Col. 4 Inf'y., Com'g. E. S. 7 Dist.

Received of Lieut. Lee Slaughter, acting asst. d'y quartermaster gen'l, the sum of five dollars, being in full for payment of the above account.
J. Brooks receipt. his
(Signed duplicates.) JOHN × BROOK.
mark,
Witness, Lt. EDW'D ALEXANDER.

AMELIA ISLAND, (E. F.) 14*th Jan'y*, 1819.

J. Vincent's bill. The United States,

To James Vincent, Dr.

To the transportation of 12 barrels of United States beef, from St. Mary's, Georgia, to Amelia Island, E. F. for the use of the detachments of the United States troops, stationed at Amelia Island, under the command of Lieut. Col. D. L. Clinch, at 25 cts. per barrel, - - - $3 00

The acting ass't d'y quartermaster gen'l will pay the above account amounting to three dollars.

D. L. CLINCH,
Lt. Col. 4 Inf'y, Com'g E. S. 7 M Dis.

Receipt. Received of Lieut. Lee Slaughter, act'g ass't d'y quartermast. gen'l the sum of three dollars in full for payment of the above account.
(Signed duplicates.) JAS. VINCENT.

ST. MARY'S, GEORGIA, 10*th March*, 1819.

D. Nunes's bill. The United States,

To Daniel Nunes, Dr.

For 610 lbs. fresh beef furnished for the use of the detachments of the United States' troops stationed at Fernandina, E. F., under the command of Lieut. Col. D. L. Clinch, at 8 cents per lb. in consequence of the contractor's failure to furnish - - - - - - $48 80

The act'g ass't d'y quartermaster gen'l will pay the above account, amounting to forty-eight dollars and eighty cents.

D. L. CLINCH,
Lt. Col. 4 Inf'y, Com'g E. S. 7 D.

D. Nunes's receipt. Received of Lieut. Lee Slaughter, acting ass't. d'y quartermast gen'l, the sum of forty-eight dollars and eighty cents in full for payment of the above account.
(Signed duplicates.) DANIEL NUNES.

FERNANDINA, (E. F.) 18*th Feb'y*, 1819.

P. Ponce's bill. The United States,

To Peter Ponse, Dr.

To 2 barrels of flour furnished for the use of the detachments of the United States' troops, stationed at Fernandina, (E. F.) under the command of Lieut. Col. D. L. Clinch, in consequence of the contractor's failure to furnish at 14 dollars per barrel, - - Amount $28 00

The act'g asss't d'y quartermaster gen'l will pay the above acccount, amounting to twenty-eight dollars.

D. L. CLINCH,
Lt. Col. 4 Inf'y, Comm'g. E. S. 7 Dist.

Receipt. Received of Lieut. Lee Slaughter, acting ass't d'y quartermaster gen'l, the sum of twenty-eight dollars in full for payment of the above account
(Signed duplicates,) PETER PONCE.

1141.

ST. MARY'S, GEORGIA, 13*th Feb'y*, 1819.

A Bachlott bill for beef.

The United States,

To Alexander Bachlott, Dr.

To eight hundred and seventy-nine pounds of beef furnished for the use of the detachment of United States troops stationed at Fernandina, (E. F.) under the command of Lt. Col D. L. Clinch, in consequence of the contractor's failure to furnish at 12½ cts. per lbs. - - $109 87½

The acting ass't d'y quartermaster gen'l will pay the above account, amounting to one hundred and nine dollars and eighty seven and half cents.

D. L. CLINCH,
Lt. Col. 4 Inf'y, Comm'g E. S. 7 Dist.

A Bachlott's receipt.

Received of Lieut. Lee Slaughter, act'g ass't d'y quartermaster gen'l, the sum of one hundred and nine dollars and eighty-seven and half cents, in full for payment of the above account.

(Signed duplicates.) ALEXANDER BACHLOTT.

FERNANDINA, (E. F.) 17*th Feb'y*, 1819.

R. Miller's bill.

The United States,

To Robert Miller, Dr.

To one half barrel of beef furnished for the use of the detachments of United States troops stationed at Fernandina, (E. F.) under the command of Lieut. Col. D. L. Clinch, - - - - $11 00

To 21 lbs. of bacon at 31¼ cts. per lb. - - - 6 56¼

17 56¼

The acting ass't d'y quartermaster gen'l will pay the above account, amounting to seventeen dollars and fifty six ¼ cents.

D. L CLINCH,
Lt. Col. 4 Inf'y, Comm'g E. S. 7 Dis.

Received of Lieut. Lee Slaughter, acting ass't d'y quartermaster gen'l, the sum of seventeen dollars and fifty-six ¼ cts. in full for payment of the above account.

(Signed duplicates.) ROBERT MILLER.

AMELIA ISLAND, E. F., *January* 14, 1819.

T. Barkhouse, & Co.'s ac't for rum.

The United States, to

Thomas Barkhouse & Co., Dr.

To eighty-seven gallons and one quart of rum, purchased in consequence of the contractor failing to furnish, at 93¾ cents per gallon, amounting to - - - - - $81 14½

The accounting assistant deputy quartermaster general will pay the above account, amounting to eighty-one dollars and fourteen and half cents, being the amount of the above account.

D. L. CLINCH,
Lt. Col. 4th Inf. com'dng E. S., 7 M. D.

Receipt. Received of Lieut. Lee Slaughter, acting assistant deputy quartermaster general, eighty-one dollars and fourteen and a half cents, being the amount of the above account.

THOMAS BARKHOUSE & Co.

ST. MARY'S, (Geo.) *15th January*, 1819.

Wm. Spencer's ac't for beef.

The United States, to

William Spencer, Dr.

To twelve barrels of beef, purchased for the use of a detachment of United States' troops, stationed at Amelia Island, (E F.,) under the command of Lieutenant Colonel D. L. Clinch, in consequence of the contractor failing to furnish, at 15 dollars per barrel, amounting to - - - - - - 180 00

The acting assistant deputy quartermaster general will the above account, amounting to one hundred and eighty dollars.

D. L. CLINCH,
Lt. Col. 4th Inf. com'dng E. S., 7 M. D.

Receipt. Received of Lieut. Lee Slaughter, acting assistant dep. quartermaster general, the sum of one hundred and eighty dollars, the amount of the above account.

WM. SPENCER.

(Signed duplicates.)
15th January 1819.

AMELIA ISLAND, (E. F.) *19th January*, 1819.

Dr. Weightman's account.

The United States, to

Dr. Richard Weightman, Dr.

To forty-three gallons of whiskey, retained for the benefit of the sick in hospital, at Fenandina, purchased for the use of the detachment of the United States' troops stationed at Fernandina, Amelia Island, under the command of Lt. Col. D. L. Clinch, in consequence of the contractor failing to furnish, at 87½ cents per gallon - - - - - - - 37 62½

The acting assistant deputy quartermaster general will pay the above account, amounting to thirty-seven dollars and sixty two and half cents.

(Signed duplicates.)

D L. CLINCH,
Lt. Col. 4th Infantry, com'dng E. S., 7 M. D.

Receipt. Received of Lieut. Lee Slaughter, acting assistant deputy quartermaster general, the sum of thirty-seven dollars and sixty-two and half cents, in full for payment of the above account.

RD. WEIGHTMAN,
Post Surgeon.

(Signed duplicates.)

1143.

ST. MARY'S, (Geo.) 11*th Feb.* 1819.

R. Miller's account for beef and bacon.

The United States, to
Robert Miller Dr.

To one half barrel beef	- - - - -	$11 00
" 125 lbs. bacon, at 25	- - - - -	31 25
		42 25

Purchased for the use of a detachment of United States' troops, stationed on Amelia Island, (E. F.) under the command of Lieut. Col. D. L. Clinch, in consequence of the contractor failing to furnish agreeable to contract.

The act. ass't d'y qr. mr. gen'l will pay the above account of forty-two dollars and twenty-five cents.

(Signed duplicates.)

D. L. CLINCH,
Lt. Col. com'g 4 Inf. E. S. 7th Dep.

Receipt.

Received of Lieutenant Lee Slaughter, act. ast. d. qr. mast. gen'l, the sum of forty-two dollars and twenty-five cents, being the amount of the above account.

ROBERT MILLER.

11*th Feb'y*, 1819.

(Signed duplicate.)

ST. MARY'S, (Geo.) 12*th Feb'y*, 1819.

A. Bachlott's ac. for beef.

The United States, to
Alexander Bachlott Dr.

To 1,253 lbs. of fresh beef, furnished for the use of the detachment of United States' troops, stationed at Amelia Island, (E F.) under the command of Lieut. Col. D. L. Clinch, in consequence of the contractor's failure to furnish, at 12½ cents per lb. - - - - - - $156 62½

The act. asst. d'y qr. master gen'l will pay the above account, amounting to one hundred and fifty-six dollars and sixty-two and half cents.

D. L. CLINCH,
Lt Col. 4 Inf. com'g E. S. 7 M. D.

Receipt.

Received of Lieut. Lee Slaughter, act. ass't d'y qr. master gen'l, the sum of one hundred and fifty six dollars and sixty-two and half cents, in full for payment of the above account

(Signed duplicates.) ALEXANDER BACHLOTT.

O.

W. Brooks, contractor's agent's receipt.

Received of Lieut Lee Slaughter, act. asst. d'y qr. master gen'l at Fernandina, Amelia Island, (E. F.) during the month of December, 1818, three hundred and twenty gallons and twenty-eight gills of spirituous liquors. The above mentioned was purchased by Lieut. Lee Slaughter for the use of the detachments of United States' troops, stationed at Amelia Island, (E. F.) under the command of Major John A. Burd, in consequence of the contractor's failure to furnish agreeable to contract.

WILSON BROOKS,
Contractor's Agent.

(Signed duplicates.)

AMELIA ISLAND, (E. F.) *28th December*, 1818.

G. Rawson's ac. for whiskey.

The United States, to
Gideon Rawson, Dr.

To one hundred and twelve gallons and twenty gills of whiskey for the use of a detachment of U. S. troops stationed at Fernandina, Amelia Island, under the command of Major John A. Burd, purchased in consequence of the contractor's failing to furnish, at $1 per gallon, amounting to - - $112 62½

Lieut. Lee Slaughter, act'g asst. d'y qr. master gen'l, will pay Mr. Gideon Rawson the am't of the above account.

(Signed duplicates.) JOHN A. BURD,
Major U. S. Army, Comm'g.

Receipt. Received of Lieut. Lee Slaughter, act. d'y qr. m. gen'l, the sum of one hundred and twelve dollars and sixty two and one half cents, in full for payment of the above account.

(Signed duplicates.) GIDEON RAWSON.

AMELIA ISLAND, (E. F.) *28th December*, 1818.

The United States, *To John Rays, Dr.*

J. Ray's account for rum.

To fifty-nine gallons of rum for the use of a detachment of United States' troops stationed at Amelia Island, (E. F.) under the command of Major John A. Burd, purchased in consequence of the contractor's failing to furnish, a 1.12½ cts. per gallon, amounting to - - - - $66 37½

Lieut. Lee Slaughter, A. A. D. Q. M. Gen., will pay Mr. John Rays the amount of the above account.

(Signed duplicates.) JOHN A. BURD,
Major U. S. Army, Comd'g.

Receipt. Received of Lieut. Lee Slaughter, A. A. D. Q. M. Gen., sixty-six dollars and thirty-seven and a half cents, in full, for payment of the above account.

(Signed duplicates.) his
JOHN + RAYS.
mark

Witness: GIDEON RAWSON.

ST. MARY'S, GEORGIA, *26th Dec.* 1818.

The United States *Bought of Clarke & Brown.*

Clarke and Brown's account for rum.

To three barrels, containing 100 gallons of rum, for the use of a detachment of United States' troops, stationed at Fernandina, Amelia Island, under the command of Major John A. Burd, purchased in consequence of the contractor's failing to furnish, at 81½ cents per gallon, - - - - $81 25

1145.

Lieut. Lee Slaughter, Act'g Ass't D'y Q. M. Gen., will pay Messrs. Clarke & Brown the amount of the above account.

(Signed duplicates.)

JOHN A. BURD, *Major U. S. Army, Comd'g.*

Receipt. Received of Lieut. Lee Slaughter, Act'g Ass't D'y Q. M. Gen., the sum of eighty-one dollars and twenty five cents, in full payment of the above account.

(Signed duplicates.) CLARKE & BROWN.

FERNANDINA, AMELIA ISLAND, 17*th Dec.* 1818.

The United States *To Gideon Rawson, Dr.*

G. Rawson's account for whiskey.

To 32 gallons and 3 quarts of whiskey for the use of a detachment of the United States' troops stationed at Amelia Island, (E. F.) under the command of Major John A. Burd, purchased in consequence of the contractor's failing to furnish, at 87½ cents per gallon, - - - -	$28 64
For 16½ gallons, a $1 per gallon, - - -	16 50
Amount,	$45 14

Lieut. Lee Slaughter, Act'g Ass't D'y Q. M. Gen., will pay Mr. Gideon Rawson the amount of the above account.

(Signed duplicates.)

JOHN A. BURD, *Major Comd'g.*

Receipt. Received of Lieut. Lee Slaughter, Act'g Ass't D'y Q. M. Gen., the sum of forty-five dollars and fourteen cents, in full for payment of the above account.

(Signed duplicates.) GIDEON RAWSON.

P. CAMP AT TRADERS' HILL, GEO.,

May 1*st*, 1819.

Letter from Capt. Wager to Mr. Hagner.

SIR: The enclosed abstract will account for a quantity of provisions received of Joseph Painter, contractor's agent at Philadelphia, for the use of a detachment under my command.

Respectfully, sir, your obedient servant,

P. WAGER, *Capt. 4th Inf.*

PETER HAGNER, Esq.
3d Auditor, Treas. Dept. Washington City.

L. Williams, contractor's agent, receipt.

Received of Captain Philip Wager, of the 4th reg't U. S. infantry, fourteen hundred and forty rations of bread, soap, candles, whiskey, and vinegar, the property of the United States.

LEVI WILLIAMS, *Contractor's Agent.*

FORT ALERT, GEORGIA, 15*th April*, 1819.

Witness: ABM. MYERS.

(Signed duplicates.)

Voucher Q, referred in exceptions at page 31.

FORT SCOTT, 1*st April*, 1819.

Lieut. Bronaugh's letter to P. Hagner.

SIR: You will, herewith, receive an abstract of flour issued at this post, on the failure of the contractor; also, an abstract of corn issued at this post to private and public horses, during the *mouths* of December, 1818; January, February, and March 1819; together with several receipts given by the contractor's agent at this post.

I shall be glad to understand from you, whether or not my abstract of corn issued to the troops, &c., for January and February, have been received, with an acknowledgment of the within.

I am, sir, very respectfully, your's, &c.

WM. N. BRONAUGH,
Lieut. 7th Inf. & Q. M. pro tempore.

PETER HAGNER, Esq., *3d Auditor, Washington.*

FORT SCOTT, *March* 10, 1819.

Contractor's agent receipts.

Received of Lieut. Wm. N. Bronaugh, acting quartermaster, thirty barrels of flour, containing five thousand two hundred and twenty six rations; twenty barrels of pork, containing five thousand three hundred and thirty three rations; one barrel of vinegar, containing three thousand five hundred rations; nine thousand four hundred and fifty rations of soap; and nine thousand and thirty-three rations of candles.

JAMES McCORMICK,
Agent for B. G. ORR, *Army Contractor.*

5,226 rations of flour.
5,333 do pork.
3,500 do vinegar.
9,450 do soap.
9,033 do candles.

(Signed duplicates.)

FORT SCOTT, *March* 23*d*, 1819.

Received of Lieut. W. Bronaugh, acting quartermaster, thirty barrels of flour, twenty barrels of pork, two hundred gallons of whiskey, fifty-eight gallons of vinegar, twelve bushels of salt, four hundred and twenty-eight pounds of soap, and one hundred and seventy pounds of candles.

JAMES McCORMICK,
Agent for B. G. ORR, *Army Contractor.*

30 barrels of flour, containing 5,226 rations.
20 do pork, do 5,333⅓ do.
200 gallons whiskey, do 6,400 do.
58 do vinegar, do 5,800 do.
12 bushels salt, do 19,200 do.
428 pounds soap, do 10,700 do.
170 do candles do 11,333⅓ do.

(Given in duplicates.)

Contractor's agt's receipts

Received, Fort Scott, 21st February, 1819, of Lieutenant W. N. Bronaugh, acting quartermaster, five head of beef cattle, weighing, nett, one thousand and sixteen pounds, and two barrels of flour.

JAMES McCORMICK, *Agent*
For B. G. Orr, Army Cont'r.

1,016 lbs. (Signed duplicates.)

Voucher S. referred to in exceptions at page 31.

TRADERS' HILL, GA., *July* 23, 1819.

Lt. Slaughter's letter to P. Hagner.

SIR: Enclosed herewith you will receive the contractor's agent's receipt for provisions furnished them by me during the second quarter, 1819.

I am, very respectfully, sir,
Your most obedient servant,
L SLAUGHTER,
Lieut. 4th U. S. Inf'y.

PETER HAGNER, Esq. *Third Auditor,*
Washington, D. C.

L. Williams's, contractor's agent's receipt.

Received of Lieutenant Lee Slaughter, acting assistant deputy quartermaster general, at Trader's Hill, Georgia, during the month of May, 1819, four thousand two hundred and eighty-four pounds of fresh beef, purchased by me, and by order of Major John A. Burd, for the use of a battalion 4th U. S. infantry, stationed at this post.

LEVI WILLIAMS,
Contractor's Agent.

(Signed duplicates.)

ST. MARY'S, GA., *May* 7, 1819.

W. Brook's contractor's agent's receipt.

Received, at Amelia Island, E. F., of Lieut. Lee Slaughter, acting assistant deputy quartermaster general, the following quantities of United States' provisions, viz.

Three hogsheads and one barrel of whiskey, containing three hundred forty five and a half gallons; thirty barrels of beef, containing sixty-four hundred weight; five boxes of soap, sixty-two pounds; two boxes of candles, containing fifty-three pounds.

The above specified provisions was turned over for issue to the contractor's agent, by order of Lieut. Col. D. L. Clinch.

W. BROOKS,
Contractor's Agent.

(Signed duplicates.)

Vouchers X and Y, referred to in Exceptions at page 31.

FORT HAWKINS, *December* 1, 1818.

Lt. Crupper's contract with C. Bullock.

Articles of agreement made and entered into this day between Lieut. Micajah Crupper, of the 7th regt. inf'y, of the one part, and Charles Bullock, of the other part, witnesseth, that the said Charles Bullock doth agree to furnish all rations that may be required by him, the said Lieut. M. Crupper, for the use of the troops of the United States stationed at this post, until the 1st day of June next; and the said Lieut. M. Crupper doth for, and in behalf of, the United States, agree to pay the said Charles Bullock for each complete ration thirty-four cents.

M. CRUPPER, *Lieut. 7 Inf'y.*
CHARLES BULLOCK.

Witness: JOS. L. LOVING.

DR. The United States, to Charles Bullock.

C. Bullock's account.

For the following provisions, issued by him under a special contract made with Lieut. Micajah Crupper, on the 1st December, 1818, to the troops stationed at Fort Hawkins, Georgia, from 1st December, 1818, to 31st May, 1819, in consequence of the contractor, Benjamin G. Orr, failing to make the necessary supplies at that post, for which he is accountable under his contract, dated 9th February, 1818, viz.

10,028 complete rations, at 34 cents, - - -	3,409 52
For sundry parts of rations, per general abstract, -	6 26
	$3,415 78

TREASURY DEPARTMENT,
Third Auditor's Office,
December 22, 1819.
Stated by JOHN ABBOT.

SECOND COMPTROLLER'S OFFICE,
December 23, 1819.
Examined by JOHN H. LOWE, *Clerk.*

Rd. Smith's receipt.

Received, December 27, 1819, warrant No. 4,942, for three thousand four hundred and fifteen dollars and seventy-eight cents, in full of this account.

RD. SMITH.

$3,415 78.

1149.

General abstract of Provisions issued at Fort Hawkins, Georgia, from 1st December, 1818, to 31st May, 1819, by Charles Bullock, under a special contract made with Lieut. Micajah Crupper, dated 1st December, 1818, in consequence of the contractor, Benjamin G. Orr, failing to make the necessary supplies at said fort, under his contract of 9th February, 1818.

	Complete rations.	Pounds.				
		Candles.	Soap.			
1 Dec. 1818	3,127					
2 Jan. 1819	1,464					
3 Feb. "	1,406			Lieut. Crupper, commanding.		
4 Mar. "	1,500	6				
5 April "	1,650	6	5½			
6 May, "	881	-	-	Capt. Allison, com'g.		
	10,028	-		at 34 cents - -	-	3,409 52
		12	-	37½ - - -	4 50	
			5⅓	33 - - -	1 76	
						6 26
						3,415 78

Abstract of Provisions issued from the 1st to the 31st December, 1818, to the troops of the United States, &c. stationed at Fort Hawkins, Georgia, under a special contract between Lieut. Micajah Crupper, of the 7th infantry, commanding at this post, and Charles Bullock.

Dates. 1818.	No. of returns.	No. of men.	No. of women	No. of days.	No. of complete rations.	Remarks.
December						
1 to 4	1	1	-	4	4	Private waiter to Doctor Coleman.
1 to 4	2	2	-	4	8	Of the 7th infantry.
1 to 4	3	29	2	4	124	Commanding at the fort.
1 to 4	4	1	-	4	4	Private waiter to Captain J. Spencer.
1 to 4	5	1	-	4	4	Private waiter to Major J. Nicks.
1 to 4	6	1	-	4	4	Do. do. Major J. M. Glasswell.
1 to 4	7	-	1	4	4	Of the 7 inf. crippled by amp'tion of her leg.
5 to 8	8	1	-	4	4	Private waiter to Captain J. Spencer.
5 to 8	9	1	-	4	4	Do. do. Major J. Hicks.
5 to 8	10	1	-	4	4	Of the 7th infantry.

ABSTRACT—Continued.

Dates. 1818.	No. of returns.	No. of men.	No. of women.	No. of days.	No. of complete rations.	Remarks.
December.						
5 to 8	11	1		4	4	Private waiter to Major J. M. Glasswell.
5 to 8	12	31	2	4	132	Commanding at the fort.
5 to 8	13	-	1	4	4	Crippled by amputation, &c.
5 to 8	14	2	-	4	8	Of the 7th infantry.
5 to 8	15	1	-	4	4	Of the 4th infantry, discharged.
5 to 8	16	1	-	4	4	Private waiter to Doctor Coleman.
6 to 20	17	1	-	15	15	Of the 7 infantry, returned from command.
9 to 12	18	1	-	4	4	Of the 7th infantry.
9 to 12	19	1	-	4	4	Private waiter to Major J. Nicks.
9 to 12	20	1	-	4	4	Do. do. Captain J. Spencer.
9 to 12	21	31	2	4	132	Command at the fort.
9 to 12	22	1	-	4	4	Private waiter to Major J. M. Glassell.
9 to 12	23	1		4	4	Of the 7th infantry.
9 to 12	24	-	1	4	4	Crippled by amputation, &c.
9 to 12	25	1	-	4	4	Private waiter to Doctor Coleman.
10 to 12	26	1	-	3	3	Of the 7th infantry.
13 to 16	27	-	1	4	4	Do. crippled by amputation.
13 to 16	28	33	2	4	140	Command at the fort.
13 to 16	29	4	-	4	16	Private waiters to Majors Nicks, Glassell, Captain Spencer, and Doctor Coleman.
13 to 16	30	1	-	4	4	Of the 7th infantry.
13 to 20	31	1	-	8	8	Recruits of the 7th infantry.
14 to 15	32	1	-	2	2	Of the 7th infantry.
17 to 20	33	1	-	4	4	Do do
17 to 20	34	1		4	4	Do do
17 to 20	35	32	2	4	136	Command at the fort.
17 to 20	36	-	1	4	4	Crippled by amputation.
17 to 20	37	4	-	4	16	Private waiters to Majors Nicks, Glassell, Capt. Spencer and Doc. Coleman.
17 to 20	38	1	-	4	4	Of the 7th infantry.
17 to 24	39	1	-	8	8	Of the 4th infantry.
18 to 27	40	1	-	10	10	Of the 7th infantry.
18 to 21	41	1	-	10	10	Do do
21 to 24	42	-	1	4	4	Crippled by amputation.
21 to 24	43	4	-	4	16	Private waiters to Majors Nicks, Glassell, Capt. Spencer, and Doc. Coleman.
21 to 24	44	33	2	4	140	Command at the fort.
22 to 31	45	1	-	10	10	Doctor Coleman's private waiter.
25 to 28	46	4	-	4	16	Private waiters to Majors Nicks, Glassell, Capt. Spencer and Doct. Coleman.
25 to 28	47	34	2	4	144	Command at the fort.

1137.

ABSTRACT—Continued.

Dates. 1818.	No. of returns.	No. of men.	No. of women.	No. of days.	No. of complete rations.	Remarks.
December						
25 to 28	48	-	1	4	4	Crippled by amputation.
26 to 31	49	3	-	6	18	Of the 7th infantry, discharged.
29 to 31	50	34	2	3	108	Command at the fort.
29 to 31	51	-	1	3	3	Crippled by amputation.
June 1 to Dec'r 31	52	1		214	856	T. R. Broom, paymaster to the 7th infantry.
1 to 31	53	2	-	214	428	Do do do
Nov. 1 to 31	54	1	-	61	183	Lieut. Jno. Wilson, U. S. ordnance.
1 to 31	55	1	-	61	61	Do do do private servant.
Sept. 23 to 31	56	1	-	100	200	Doct. R. M. Coleman, surgeon's mate 7th infantry.
Sept. 23 to Nov. 30	57	1	-	68	68	Doct. R M. Coleman, surgeon's mate 7th infantry, private servant.
					3,027	

I certify that I have carefully examined the above abstract with the original returns now in my possession, and find it a correct and true account of issues to the troops, &c., at the post under my command, amounting to 3027 complete rations.

M. CRUPPER,
Lieut. 7th Infantry, Comm'g.

(Triplicates.)

Abstract of Provisions issued, from the 1st to the 31st January, 1819, to the Troops of the United States, &c. stationed at Fort Hawkins, Ga., under a special contract between Lieut. Micajah Crupper, of the 7th infantry, commanding at this post, and Charles Bullock.

Dates. 1819.	No. of returns.	No. of men.	No. of women.	No. of days.	No. of complete rations.	Remarks.
January						
1 to 4	1	33	2	4	140	Of the 7th infantry.
1 to 4	2	4		4	16	Private waiters to Majors Nicks, Glassell, Capt. Spencer and Doct. Coleman.
					21—100	

ABSTRACT—Continued.

Dates. 1819.	No. of returns.	No. of men.	No. of women.	No. of days.	No. of complete rations.	Remarks.
January						
1 to 4	3	1	-	4	4	Of the 7th infantry.
1 to 4	4	-	1	4	4	Crippled by amputation of her right leg.
1 to 31	5	1		31	31	Of the 7th infantry.
5 to 8	6	1	-	4	4	Do do
5 to 8	7	34	2	4	144	Detachment of the 7th infantry.
5 to 8	8	4	-	4	16	Private waiters to Majors Nicks, Glassell, Capt Spencer and Doct Coleman.
5 to 8	9	-	1	4	4	Crippled by amputation, &c.
5 to 8	10	2	-	4	8	Of the 7th infantry.
7 to 13	11	1	-	6	6	Of the 7th infantry, going on express.
9 to 12	12	1	-	3	3	Discharged soldier.
9 to 12	13	36	2	4	152	Detachment of the 7th infantry.
9 to 12	14	-	1	4	4	Crippled by amputation, &c.
9 to 12	15	1	-	4	4	Private waiter to Major Thos. R. Broom.
9 to 12	16	4		4	16	Private waiters to Majors Nicks, Glassell, Capt. Spencer and Doct. Coleman.
11 to 12	17	1	-	2	2	Of the 7th infantry, discharged.
Dec. 13 to Jan. 4	18	1	-	23	23	Do do
Jan. 13 to 16	19	4		4	16	Private waiters to Majors Nicks, Glassell, Capt. Spencer and Doct. Coleman.
13 to 31	20	1	1	19	38	Of the 7th infantry.
13 to 16	21	36	1	4	148	Detachment of the 7th infantry.
13 to 20	22	1	-	8	8	Of the 7th infantry.
13 to 16	23	1		4	4	Do do
13 to 16	24		1	4	4	Crippled by amputation, &c.
17 to 20	25		1	4	4	Do do
17 to 20	26	3	-	4	12	Private waiters to Majors Nicks, Glassell, and Capt. Spencer.
17 to 20	27	37	1	4	152	Detachment of the 7th infantry.
18 to 20	28	1		3	3	Of the 7th infantry.
21 to 24	29	37	1	4	152	Detachment of the 7th infantry.
21 to 24	30	3	-	4	12	Private waiters to Majors Nicks, Glassell, and Capt. Spencer.
21 to 24	31	1		4	4	Of the 7th infantry.
21 to 24	32	-	1	4	4	Crippled by amputation, &c.
25 to 28	33	38	1	4	156	Detachment of the 7th infantry.
25 to 28	34	3	4	4	12	Private waiters to Majors Nicks, Glassell, and Capt. Spencer.
25 to 29	35	1	-	5	5	Of the 7th infantry.
25 to 28	36	-	1	4	4	Crippled by amputation, &c.

ABSTRACT—Continued.

Dates. 1819.	No. of returns.	No. of men.	No. of women.	No. of days.	No of complete rations.	Remarks.
January						
29 to 31	37	38	1	3	117	Detachment of the 7th infantry.
29 to 31	38	1	-	3	3	Of the 7th infantry
29 to 31	39	3	-	3	9	Private waiters to Majors Nicks, Glassell, and Capt Spencer.
29 to 31	40		1	3	3	Crippled by amputation, &c.
29 to 31	41	4	-	3	12	Private waiters to Majors Nicks, Glassell, Capt. Spencer and Doct. Coleman.
30 to 31	42	1	-	1	1	Of the 7th infantry.
					1,564	

I certify that I have carefully examined the above abstract with the original returns now in my possession, and find it a correct and true account of issues to the troops, &c, at the post under my command, amounting to fifteen hundred and sixty-four complete rations.

M. CRUPPER,
Lieut. 7th Infantry.

(Triplicates.)

Abstract of Provisions issued from the 1st to the 28th February, 1819, to the troops of the United States, &c. stationed at Fort Hawkins, Ga., under a special contract between Lieut. Micajah Crupper, of the 7th infantry, commanding at this post, and Charles Bullock.

Dates.	No. of returns.	No. of men	No. of women.	No. of days.	No. of complete rations.	Remarks.
February						
1 to 8	1	-	1	8	8	Crippled by amputation of her right leg.
1 to 28	2	1	-	28	28	Of the 4th infantry.
1 to 4	3	3	-	4	12	Private waiters to Majors Nicks, Glassell, and Capt. Spencer.
1 to 4	4	41	1	4	168	Command at the fort.
5 to 7	5	1	-	3	3	Of the 7th infantry.
5 to 20	6	2	-	16	32	Do do
5 to 8	7	41	2	4	172	Command at the fort.
5 to 8	8	3	-	4	12	Private waiters to Majors Nicks, Glassell, and Capt. Spencer.

ABSTRACT—Continued.

Dates.	No. of returns.	No. of men.	No. of women.	No. of days.	No. of complete rations.	Remarks.
February						
6 to 8	9	2	-	3	6	Of the 7th infantry.
9 to 12	10	43	2	4	180	Command at the fort.
9 to 16	11	3	-	8	24	Private waiters to Majors Nicks, Glassell, and Capt. Spencer.
9 to 16	12	-	1	8	8	Crippled by amputation, &c.
13 to 16	13	43	2	4	180	Command at the fort
17 to 20	14	3	-	4	12	Private waiters to Majors Nicks, Glassell, and Capt. Spencer.
17 to 20	15	40	2	4	168	Command at the fort.
17 to 21	16	1		5	5	Of the 7th infantry.
21 to 28	17	2	-	8	16	Do do
21 to 24	18	3	-	4	12	Private waiters to Majors Nicks, Glassell, and Capt. Spencer.
21 to 24	19	40	2	4	168	Command at the fort.
21 to 28	20	-	1	8	8	Crippled by amputation.
25 to 28	21	3	-	4	12	Private waiters to Majors Nicks, Glassell, and Capt. Spencer.
25 to 28	22	-	1	4	4	Crippled by amputation.
25 to 28	23	40	2	4	168	
					1,406	

I certify that I have carefully examined the above abstract with the original returns in my possession, and find it a correct and true account of issues to the troops, &c. at the post under my command, amounting to fourteen hundred and six complete rations.

M. CRUPPER,
Lieut. 7th Infantry, Comm'g.

(Triplicates.)

Abstract of Provisions issued from the 1st to the 31st March, 1819, to the Troops of the United States stationed at Fort Hawkins under a special contract between Lieut. M. Crupper, of the 7th infantry, commanding at this post, and Charles Bullock.

Dates.	No. of returns.	No. of men.	No. of women.	No. of days.	No. of complete ration.	Remarks.
March						
1 to 4	1	2	-	4	8	Of the 7th infantry.
1 to 4	2	2		4	8	Private waiters to Major Nicks and Captain Spencer.
1 to 4	3	39	2	4	164	Detachment of the 7th infantry.
1 to 6	4	1		6	6	Of the 7th inf.
1 " 15	5	1		15	15	Of the 4th inf.
1 " 8	6		1	8	8	Crippled by amputation of her leg.
5 " 31	7	1		27	27	Of the 7th inf.
5 " 8	8	39	2	4	164	Detachment of the 7th inf.
5 " 8	9	2		4	8	Private waiters to Maj. Nicks and Capt. Spencer.
5 " 12	10	1		8	8	Of the 7th inf.
6 " 12	11	1		4	4	Do do
9 " 12	12		1	4	4	Crippled by amputation, &c.
9 " 12	13	2		4	8	Private waiters to Maj. Nicks and Capt. Spencer.
9 " 12	14	39	2	4	164	Detachment of the 7th inf.
10 " 12	15	1		3	3	Of the 7th inf.
13 " 16	16	1		4	4	Do do
13 " 16	17	2		4	8	Private waiters to Maj. Nicks and Capt. Spencer.
13 " 16	18	40	2	4	168	Detachment of the 7th inf.
13 " 16	19		1	4	4	Crippled by amputation, &c.
16 " 19	20	1		4	4	Of the 4th inf.
17 " 20	21	35	2	4	148	Detachment of the 7th inf.
17 " 20	22		1	4	4	Crippled by amputation, &c.
17 " 20	23	2		4	8	Private waiters to Maj. Nicks and Capt. Spencer.
17 " 22	24	6		6	36	Of the 7th inf. going on command.
20 " 24	25	1		4	4	Do do
20 " 24	26	1		5	5	Do do
21 " 24	27	35	2	4	148	Detachment of the 7th inf.
21 " 24	28		1	4	4	Crippled by amputation, &c.

ABSTRACT—Continued.

Dates.	No. of returns.	No. of men.	No. of women.	No. of days.	No of complete rations.	Extra rations, candles.	Remarks.
Mar 21 " 24	29	1		4	4		Of the 4th inf.
21 " 24	30	2		4	8		Private waiters to Maj. Nicks and Capt. Spencer.
22 " 22	31					400	For hospital use.
25 " 28	32	32	2	4	136		Detachment of the 7th inf.
25 " 28	33	2		4	8		Private waiters to Maj. Nicks and Capt Spencer.
25 " 28	34	1		7	7		Of the 4th inf.
25 " 28	35		1	4	4		Crippled by amputation, &c.
26 " 28	36	2		3	6		Of the 7th inf.
27 " 28	37	1		2	2		Of the 4th inf.
29 " 31	38	35	2	3	111		Detachment of the 7th inf.
29 " 31	39	1		3	3		Of the 7th inf.
29 " 31	40	2		3	6		Private waiters to Maj. Nicks and Capt. Spencer.
29 " 31	41		1	3	3		Crippled by amputation, &c.
Jan. 1 " 14	42	1		14	58		
					1500	400	

I certify that I have carefully examined the above abstract, with the original returns now in my possession, and find it a correct and true account of isssues to the troops, &c at the post under my command, amounting to fifteen hundred complete rations, and 400 extra rations of candles.

(Triplicates) M. CRUPPER,
Lieut. 7th Inf. Commanding.

Abstract of provisions issued from the 1st to the 30th April, 1819, to the troops of the United States stationed at Fort Hawkins, Georgia, under a special contract between Lieut. Micajah Crupper, of the 7th infantry, commanding at this post, and Charles Bullock.

Dates.	No. of returns.	No. of men	No. of women.	No. of days.	No. of complete rations.	Extra rations, candles.	Extra rations, soap.	Remarks.
1819.								
Apr. 1 to 30	1	1		30	90			Lieut. John Wilson of the Ordnance Department.
1 " 4	2	1		4	4			Of the 7th infantry.
1 " 4	3		1	4	4			Cripl'd by amputation of her right leg.
1 " 4	4	35	2	4	148			A detachment of the 7th infantry.

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ABSTRACT—Continued.

Date.	No. of returns.	No. of men.	No. of women.	No. of days.	No. of complete rations.	Extra rations, candles.	Extra rations, soap.	Remarks.
March								
4 to 4	5					400		For hospital uses.
5 " 5	6	1		4	4			Of the 4th infantry.
5 " 8	7	35	2	4	148			Detachment of the 7th infantry.
5 " 8	8		1	4	4			Crippled by amputation, &c.
8 " 11	9		1	4	4			Do do
9 " 15	10	3		7	21			Of the 7th infantry.
9 " 12	11	1		4	4			Of the 4th infantry.
9 " 12	12		1	4	4			Crippled by amputation.
9 " 12	13	32	2	4	136			Detachment of the 7th infantry.
10 " 13	14	1		4	4			Of the 7th infantry.
11 " 16	15	1		6	6			Do do
11 " 18	16	10	1	8	88			1st light company 7th infantry.
13 " 16	17	30	2	4	128			Of the 7th infantry.
13 " 16	18		1	4	4			Crippled by amputation.
15 " 21	19	1		7	7			Of the 7th infantry.
17 " 20	20	1		4	4			Of the 4th do
17 " 20	21		1	4	4			Crippled by amputation.
17 " 26	22	3		10	30			Of the 7th infantry.
17 " 20	23	28	2	4	120			Detachment of the 7th infantry.
19 " 24	24	1		6	6			Of the 7th infantry.
21 " 24	25	1		4	4			Of the 4th do
20 " 20	26						133⅓	For hospital use.
21 " 24	27	24	2	4	104			Detachment of the 7th infantry.
21 " 26	28	3		6	18			Of the 7th infantry.
22 " 26	29	3		5	15			Do do
22 " 24	30	1		3	3			Do do
25 " 28	31	25	2	4	108			Detachment of the 7th infantry.
29 " 30	32	25	2	2	54			Do do
January 1 to Mar. 31	33	1		90	90			Private waiter to Lieut. John Wilson.
Jan. 1 to 31	34	1		90	270			Lieut. John Wilson, ordnance department.
March 27 to April 7	35	1		12	12			Of the 7th infantry.
					1650	400	133⅓	

I certify that I have carefully examined the above abstract with the original return now in my possession, and find it a correct and true account of issues to the troops, &c , at the post under my command, amounting to sixteen hundred and fifty complete rations, four hundred extra rations of candles, and one hundred and thirty-three and one third rations of soap.

(Triplicates.)

M. CRUPPER,
Lieut. 7th Inf. Commanding.

Abstract of provisions issued from the 1st to the 31st May, 1819, to the troops of the United States stationed at Fort Hawkins, (Ga.) under a special contract between Lieut. Micajah Crupper, of the 7th infantry, commanding at this post, and Charles Bullock.

Dates.	No. of returns.	No. of men.	No. of women.	No. of days.	No. of complete rations.	Remarks.
1819.						
May 1 to 4	1	25	2	4	108	Of the 7th infantry.
5 " 8	2	24	2	4	104	Do do
5 " 8	3	2		4	8	Do do
9 " 14	4	3		6	18	Of the 7th infantry going on express.
9 " 12	5	23	2	4	100	Detachment of the 7th infantry.
10 " 12	6	1		3	3	Of the 7th infantry.
12 " 16	7	1		5	5	Do do express.
12 " 20	8	1		8	8	Do 4th infantry.
13 " 16	9	23	2	4	100	Detachment of the 7th infantry.
13 " 16	10	1		4	4	Of the 7th infantry.
16 " 16	11	1		1	1	Do do
17 " 19	12	1		3	3	Do do
17 " 20	13	25	2	4	108	Detachment of the 7th infantry.
17 " 28	14	1		12	12	Of the 7th infantry.
20 " 20	15	1		1	1	Of the 7th inf., going on express.
21 " 25	16	1		5	5	Do do
21 " 24	17	24	2	4	104	Do do
25 " 28	18	22	2	4	96	Do do
25 " 30	19	2		6	12	Do do
29 " 31	20	21	2	3	69	Do do
29 " 31	21	2		3	6	Do do
30 " 31	22	2		2	4	Do do
30 " 31	23	1		2	2	Do do
					881	

I certify that I have carefully examined the above abstract with the original returns now in my possession, and find it a correct and true account of issues to the troops, &c. at the post under my command, amounting to eight hundred and eighty-one complete rations.

J. I. ALLISON,
Capt. 7th Inf. Commanding.

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PROVIDENCE, R. I., *2d October*, 1819.

Letter from M. Mason, D. Q. M. G. to P. Hagner.

SIR: Your letter of the 11th of August is received; since which the 2d Comptroller has informed me that my accounts have been returned to your office. I hope, therefore, all my accounts rendered, to include the 30th of June last, will be examined, and the result made known to me. I enclose herewith the abstract of Mr. Bullock, mentioned in my letter of the 3d of August; also, the written contract, on which the provisions were furnished, and a letter from the contractor's agent on this subject; and beg you to inform me if the provisions can be paid for.

I am, sir, very respectfully,
Your obedient servant,
M. MASON, *D. Q. M. G.*

PETER HAGNER, Esq.
3d Auditor Treasury Department, Washington.

MILLEDGEVILLE, GEORGIA, *Dec.* 12, 1818.

Letter from J. Frank, Contractor's agent, to C. Bullock.

SIR: I have received your favor of the 1st instant, stating that you have agreed to furnish the troops at Fort Hawkins for 34 cents per ration. I will take up the abstract monthly, and hold Capt. O. W. Callis accountable for the difference of 26 cents and 34. the former price he has agreed to furnish at, and, of course, he will have to pay the difference to the contractor, as he has failed to comply with the contract.

I am, &c.
JOHN FRANK,
Contractor's Agent.

WASHINGTON CITY, *Dec.* 16, 1819.

Deposition of J. Frank.

I, John Frank, do hereby certify, that I was acting as agent from the twenty-sixth day of July, one thousand eight hundred and seventeen, until the 18th day of April, one thousand eight and nineteen, for Benjamin G. Orr, army contractor for supplying the troops of the United States, in the State of Georgia; that the agent for the post of Fort Hawkins left that post without making any arrangement for supplying the troops stationed, or informing B. G. Orr, or myself, of his design of quitting the post, and that I arrived at Fort Hawkins on or about the first day of December, 1818, at the time that Lieutenant Crupper was about entering into a contract with Captain Charles Bullock, of that place, for the purpose of supply the troops of that post with provisions. He, the said Lieutenant Crupper, asked me, previous to closing the aforesaid contract, if I was ready to supply the soldiers of that post with provisions? I replied to him that I was not, as I had then arrived from Fort Gadsden and Fort Scott, where I had exhausted the *funds* that were in my possession, and that I should not be able to supply until I did receive funds from Washington, and that he had better enter into a contract with Captain Bullock; that I did not think I could furnish the ration for a less sum than Captain Bullock had offered for, if I had a sufficiency of funds with me, and if I received the funds, as expected, I would take up the abstract of Captain Bullock, to prevent any further difficulties at the War Department; but, not receiving

the funds as expected, I have not been enabled to do as I then intended to have done.

JOHN FRANK.

Sworn, and subscribed to, this 20th day of December, 1819, before
JAMES M. VARNUM,
Justice of the Peace for Washington County, D. C.

Y.

FORT SCOTT, GEORGIA, *July* 14, 1819.

Letter from Lieutenant Murdock to the 3d Auditor of the Treasury.

SIR: Enclosed you will receive bills of purchase of beef cattle made by me; likewise the evidence of the failure of the contractor to furnish that article, amounting to five hundred and seventy dollars, for which sum I have drawn on the honorable the Secretary of War, in favor of Messrs. Armstrong, Attaway & Co. from whom the purchase was made.

I am, sir, very respecfully,
Your obedient servant,
GEO. MURDOCK,
Lieut. and Qr. Master 7th Inf'y, act'g A. D. Qr. M. Gen.

The 3d AUDITOR *of the Treasury Department,*
Washington City.

FORT SCOTT, GEORGIA, *June* 1, 1819.

Attaway & Co.'s bill for beef cattle.

The United States,
To Armstrong, Attaway, & Co. Dr.

For thirty head of beef cattle, purchased for the use of the United States' troops, stationed at Fort Scott, Georgia, and Fort Gadsden, E. F., under the command of Lieut. Col. M. Arbuckle, at $19 per head $570 00

I certify, on honor, that the above beef cattle was purchased at the lowest market price.

GEO. MURDOCK,
Lt. & Qr. Master 7 Inf'y, act'g Asst. D. Q. M. Gen.

Receipt.

Fort Scott, Georgia, June 1st, 1819.—Received of Lieutenant George Murdock, qr. master of the 7 inf'y, act'g dep'ty qr. master gen., his draft on the Secretary of War for five hundred and seventy dollars, which, when honored, will be in full of the above account.

(Duplicates) ARMSTRONG, ATTAWAY, & CO.

FORT SCOTT, 20*th May*, 1819.

Department Orders.

Col. Arbuckle's order.

The contractors for the posts of Forts Scott and Gadsden having failed to furnish fresh beef, Lieut. George Murdock, act'g asst dep'y qr. master gen., will lose no time in purchasing for the troops stationed at the above named *named* posts, from ten to twelve thousand rations of beef, which he will have drove to Fort Scott; and, in the discharge

of this duty, will govern himself strictly by the regulations of the War Department.

(Signed) M. ARBUCKLE,
Lt. Col. Comm'g S. W. sec. 7 Mil. D.

Certified.

W. N. BRONOUGH,
Lt. 7th, and Depy. Adjt.

Dolls. 570 00 FORT SCOTT, GEORGIA, *June* 1, 1819.

At ten days' sight, pay this my first bill of exchange, second and third of the same tenor and date not paid. Pay to Armstrong, Attaway, & Co., or order, five hundred and seventy dollars, it being for beef cattle purchased of them on account of the United States.

GEO. MURDOCK,
Lt. and Q. Master 7 Inf'y, act'g Asst. Dep'y Q. M. G.

The honorable the SECRETARY OF WAR,
Washington City.

Approved:

M. ARBUCKLE,
Lt. Col. comm'g W. sec. 7 Mil. D.

Accepted, to be paid, at the passage of the appropriation bill for 1820.

C. VANDEVENTER,
Acting Sec. War.

On the back of which draft was thus endorsed:

Armstrong, Attaway, & Co., pay to the order of Messrs. Alexander & Stockston.

J. BRANDT & Co.
Per Henry Foster.

Pay to the order of Benjamin Warren.

ALEXANDER & STOCKSTON.

Pay John B. Ellison or order.

BENJAMIN WARNER.

Pay the order of Romulus Riggs.

JNO. B. ELLISON.

Pay to the order of Rom's R. Griffin.

ROM'S RIGGS.

Rec'd, Ap'l 21, 1820, warrant No. 5,569, for five hundred and seventy dollars, being for a bill of exchange in favor of Armstrong, Attaway, & Co., dated 1st June, 1819, drawn by George Murdock, lt. and q. m. 7 inf'y, on ac. of sub., for which sum Benj'n G. Orr is to be held accountable under his contract of 9th Feb'y, 1818.

$570. R. R. GRIFFITH.

TREASURY DEPARTMENT,
3d Auditor's Office, 24th March, 1830.

Letter from P. Hagner to T. Swann, esq.

SIR: Agreeably to the order of court received from you yesterday, for the production of papers on the trial of causes against the securities of B. G. Orr and Orr & Greely, I have

sent to you, by Mr. Abbott, certain papers enumerated in four schedules which accompany them; one set having reference to the accounts of Orr & Greeley, under their contract of the 10th March, 1813; and the other three to the accounts of Mr. Orr alone, under his contract, dated, respectively, the 21st November, 1816, 15th January, 1817, and 9th February, 1818.

The power of attorney from Orr & Greeley to D. Renner and D. Bussard, and the notice of Orr & Greeley to the Hon. John Armstrong, Secretary of War, called for by the order, cannot be found with the accounts. Papers of this description would, it is conceived, properly be on the file of the War Department. Letters from the Attorney General to the Hon. W. H. Crawford, Secretary of the Treasury, dated, respectively, the 26th March, 26th April, and 3d May, 1819, (the communication, it is presumed, referred to in the order,) with a note of the Secretary, requesting the Attorney General's opinion, and a letter from the Secretary to the 2d Comptroller, dated 29th March, 1819, are herewith sent.

Very respectfully,
Your mo. ob. serv't,
PETER HAGNER, *Aud.*

THOMAS SWANN, Esq,
District Attorney.

Letter from the Secretary of the Treasury to the Attorney General.

The opinion of the Attorney General is requested upon the points presented in the enclosed letter of the 2d Comptroller of the Treasury. The papers necessary to the correct understanding of the questions submitted, are also enclosed.

W. H. CRAWFORD.

22d March, 1819.

Agree't to read papers not copied.

☞ It is agreed between the parties that the statement of the Second Comptroller, with the other papers referred to above, but not filed, may be used in the Supreme Court as if they were here copied.

OFFICE OF THE ATTORNEY GENERAL OF THE U. S.

March 26, 1819.

Attorney General's decision.

SIR: In compliance with your request, I have considered the questions of law propounded in the letter of the 2d Comptroller of the Treasury, as arising on the contract between Benjamin G. Orr and the Acting Secretary of War, and have now the honor to give you my answer.

The first question is as follows:

"1. Under the 5th article of the contract, whether the officer commanding at each post or place is not the person meant by the terms of the contract to order or make purchases of supplies in the event of a failure of the contractor, unless some other person should be designated by the commanding general?"

The article of the contract referred to, is in the following words: "Fifth. The commanding general, *or person appointed by him at each post or place*, in case of absolute failure, or deficiency in the quantity of provisions contracted to be delivered and issued, shall have power to supply the deficiency by purchase, at the risk and on the account of the said Benjamin G. Orr, his heirs, executors, or administrators."

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I conceive that the officer appointed by the commanding general to take the command at any post or place is, during the continuance of such his command, the person who, by the fifth article, is authorized to supply the deficiencies and failures of the contractor at such post or place; for he is the person to whom the trust is confided, to see that the men under his command are properly supplied with food. In truth he is, emphatically, the person, within the express words of the contract, being *the person appointed by the commanding general at the post or place.* To suppose that, besides the person appointed to take the command at each post or place, there is to be a separate character appointed, at the same time, at each post or place, in anticipation of failures or deficiencies by the contractor, and with authority to supply such possible failures or deficiencies whenever they should occur, would be so superfluous, so entirely without an object, and so inconsistent with military usage, that it cannot be supposed to have entered into the minds of the contracting parties at the time; and, not having been intended, it is not their contract. On the other hand, to suppose that the commanding general is to wait, in every instance, until after the occurrence of the failure or deficiency at every post or place within a military district, covering, perhaps, many hundred of miles; and, *after such occurrence,* to issue, in every instance, a separate order to supply the several deficiencies, would be to give the contract a construction not only inconsistent with that purpose of prompt and abundant supplies which the contract itself was intended to produce, but a construction utterly impracticable in many cases; and this, too, without any conceivable advantage to the contractor, since it can be of no importance to him whether his failures or deficiencies are supplied by the officer placed by the general in the command of a post or place, or by an officer deputed for the particular purpose.

I see no other construction, therefore, which can be fairly adopted, than that which I have given, and which I consider as the construction most obvious on the face of the article.

The second question is this:

"2d. Whether an officer apprehending a failure is not justified in making purchases, even before an absolute failure, which purchases become chargeable to the contractor, *when an absolute failure shall have been established,* or remain the property of the Government, if no failure takes place?"

By the 5th article of the contract, which has been already quoted, I understand the contractor to be liable for such purchases on no other contingency than on the absolute failure or deficiency of the provisions furnished by himself; but, *that contingency having occurred,* he is liable for the substituted supplies; and it is, in my judgment, perfectly immaterial to the liability of the contractor, whether those substituted supplies result from a contract previous or subsequent to the contingency of his absolute failure or deficiency. If a previous contract, he is saved from its consequences by a compliance with his own contract; if he fails to comply, his liability attaches; and he cannot, I think, be admitted to defend himself against his liability for the provisions which take the place of those he was bound to furnish, by saying that they were the proceeds of a contract which anticipated his failure. Without entering into the particular facts of this case, (which, from the pressure for my opinion, I have neither time nor inclination to do, nor is it my duty on the questions of mere law submitted to me,) it is easy to conceive cases in which such anticipating con-

tract, on the part of the commander of a post or place, may become an imperious duty. In the case, for example, of a contractor who may have subjected a post or an army to previous and repeated disappointments, or who may have no agent within convenient distance of the post, or whose only known agent may have declared himself without funds, and, under that declaration, may have left the country, can it be conceived that a commander of a post would, under such circumstances, be in the faithful discharge of his duty by waiting for the absolute failure whose anticipation was so obvious; more especially, since, by using the precaution of a previous contract, he could not subject the contractor to its consequences, except on the precise conditions on which he had agreed to be so subjected—to wit, his own absolute failure, or the deficiencies of his supplies? I consider it, therefore, no departure from the contract, but a decision strictly within it, when I say that, in my opinion, the contractor, on *his absolute failure*, becomes liable for the provisions substituted for those which he was bound to furnish, whether the substituted supplies proceed from a contract made previous or subsequent to his failure—the time of the contract being perfectly immaterial; the point of time and the fact *of the failure*, being the circumstances on which, alone, the responsibility arises.

The third question is—

"3. Whether the contractor, under the 7th article of the contract, to acquit himself of the consequences of a failure, has a right to set up the plea that he could not obtain an escort or guard?"

"The facts are, that General Gaines made a requisition on the contractor's agent, at New Orleans, on the 7th July, 1817, for 80,000 rations, which was sent by Capt. Bree to New Orleans. It does not appear that a copy of this requisition was sent to the contractor, or any other of his agents. The question arises, whether the contractor, under these circumstances, had the right to demand an escort or guard from a place without the limits of his contract, and the military department of the commanding general, through a neutral country?"

"This requisition is distinguished from others, inasmuch as it was made only on the contractor's agent at New Orleans."

"Two contracts were made: the one for South Carolina and Georgia, stipulated the price of the ration at 27½ cents; the other, for Louisiana and the Mississippi Territory, at 14½ cents. The difference in the price of the ration seems to warrant the opinion, that it was the understanding of the contracting parties, that the supplies for the Georgia contract should be furnished from that State, and not from a distant market."

"The 7th article of the contract to which the question refers, is in the following words:

"Seventh. That escorts and guards, for the safety of the provisions, and for the protecting of the cattle against an enemy, shall be furnished whenever, in the opinion of the commanding officer of the army, or of any post, to whom application may be made, the same can be done without prejudice to the service, and that the said Benjamin G. Orr, his heirs, executors, or administrators, shall not be answerable for any deficiency of supplies, at any of the said posts or places, if it shall appear, upon satisfactory proof, that such deficiency was occasioned by the want of proper escorts and guards."

Thus this article expressly stipulates, that the contractor shall not be answerable for any deficiency of supplies at any of the said posts or places,

"*if it shall appear, upon satisfactory proof, that such deficiency was occasioned by the want of proper escorts or guards*" I answer the question, therefore, by saying that, according to the legal construction of the contract, the contractor *has* a right to set up the plea that he could not obtain an escort or guard; and if it shall appear, in proof, that the deficiency arose from this cause, he is clearly exonerated from charge in that particular instance. But the deficiency can never arise from this cause, if the route by which the supplies were to be carried did not require an escort or guard. In order to make the plea of the want of escort complete, it is not merely necessary to prove that the contractor called for an escort, but that, from the danger of the route, he had a right to call: as, for example, if the route lay through the country of a savage enemy, so as to expose not merely the provisions, but the lives of the carriers to danger, in such a case, I believe that a court of law would hold the plea a complete defence to the contractor.

From the facts annexed by the Second Comptroller to this question, it appears that the requisition, in this instance, was made known only to the contractor's agent at *New Orleans*. The supply, therefore, was obviously expected from that place. By the requisition itself, enclosed among the papers you were pleased to hand me, the rations were to be delivered at Fort Scott, near the head of the Appalachicola. Through what route were they to pass from New Orleans to the head of the Appalachicola river? From a glance at the map, as well as from the actual course of these operations when under General Jackson, it would seem that these supplies were expected and intended to reach Fort Scott by water, descending the Mississippi into the gulf, and thence up the Appalachicola to the fort.

Was this the route contemplated, or is there any other route not through the Seminole country?

These are questions of fact. If there was no route from New Orleans to Fort Scott, but such a one as would make it necessary for the provisions, and consequently for their carriers, to pass through the country of the Indian enemy, it is, in my opinion, a case in which the contractor was authorized to call for an escort, and authorized also to claim an exemption from responsibility if the escort was not furnished; for, against whom can an escort ever be necessary, if not against the very enemy, to sustain the war with whom the supplies are furnished?

"The question arises," says the 2d Comptroller, "whether the contractor, under these circumstances, had the right to demand an escort or guard from a place without the limits of his contract, and the military department of the commanding general, through a neutral country."

Here are three objections to the demand of an escort thrown together: let us separate them. Had the contractor a right to demand an escort or guard from a place without the limits of his contract? Had the general a right to make a requisition from a place without the limits of his contract? If he had not, there has been no regular requisition, and consequently there is no liability on the part of the contractor. If, on the contrary, the general had a right to make the requisition on the agent at New Orleans, that agent had the correspondent right to demand an escort. The right of requisition and the right of escort (where necessary) are co-existent and co-extensive. If the requisition is regularly made, it must be obeyed; and, if obedience to it will carry the contractor and his supplies through the enemy's country, he has, in my opinion, a clear right to demand an escort.

Had the contractor a right to demand an escort from a place out of the military department of the commanding general? To which I answer, that, if the general had a right to draw supplies from a place out of his military department, through the enemy's country, he was bound to furnish an escort from that place through that country. There is nothing in the contract which requires the contractor to hazard his life, or those of his agents, in furnishing the supplies: it was to protect him from this hazard, as well to insure safety to the transportation of the supplies, that the escort is provided by the terms of the contract.

Had the contractor a right to call for a military escort through a neutral country? Yes, if that country was also the country of the enemy, and the commanding general had a right to call upon the contractor to bring his supplies through that country. The duty of procuring a free and safe passage for the contractor, was, in my opinion, on the commanding general, or the Government to which he belonged. From the circumstances and character of this particular war, Spain could not, with any show of reason or of right, have refused a peaceable passage through her territory, for the purpose of chastising an enemy whom she herself was bound, by treaty, to have restrained from committing hostilities on the U. S. Vattel says, that "an innocent passage is *due to all nations with whom a state is at peace*, and this duty comprehends *troops* equally with individuals." Vat. B. iii, ch. vii., § 119. And, by the same author, (ib. § 127,) the granting such passage gives no room for complaint to the nation against whom it is granted. If such a passage be due among nations as ordinarily circumstanced, how much more so was it due from Spain in thepresent instance, situated as she was in relation to the U. S. in this war. To have refused a passage to our provisions would, in my opinion, have been of itself a just cause of war. But if the commanding general was forbidden, by the neutral rights of Spain, from escorting the provisions through the territory of that prince, was not the contractor equally forbidden, by the same rights, from marching an armed guard, with provisions of war, through those territories? For I presume it cannot be supposed that the contractor was bound, not only to have brought his supplies through the country occupied by the enemy, but to have brought them with an unarmed body of men, too, and this, through respect to the neutral rights of Spain, to have exposed his own life, and those of his agents, to the ferocity of a savage enemy.

It may be supposed that the contractor, whether furnished with an escort or not, was bound to have made the attempt to furnish the supplies even through the enemy's country, because he could but have lost the provisions, and, by the 7th article, he would not, under those circumstances, have been liable for the failure or deficiency; but, in my opinion, this is not the correct construction of the article, nor the purpose for which it was introduced: it is the 6th article which contemplates the case of an attempt to transport, without convoy, and which provides expressly for the case of depredations by the enemy, exempting the contractor from the loss in that case, and throwing it on the U. S. The 7th article looks to the case of an escort foreseen to be necessary even to the attempt to transport, and of a failure on the part of the contractor, because the escort was not furnished. For, in the case contemplated by the 7th article, there is something more to be considered than the mere danger or loss of the provisions: there is the danger and loss of life, which, in my opinion, the contractor is not bound to expose, the escort being withheld.

Upon the whole, my opinion is, that, if the case be one of real and imminent danger, the contractor has a right to the escort, and if it be not furnished, and the failure proceed from this cause, he is, by the 7th article, exonerated from the consequences of such failure: so that the questions under this article must, I should presume, be always questions of fact and not of law. Was the danger a real and imminent danger? Was the escort demanded and refused? Did the failure proceed from this cause? Nor should I think the danger less real and imminent because it had been once or twice encountered without loss, any more than I should think the danger of a battle less real or imminent because, sometimes, men go through it unhurt. In a word, if the danger be real and imminent the escort demanded and refused, *and a failure ensue from this cause*, the contractor, I think, is legally entitled to the protection of the 7th article of his contract.

These being the only three questions of law submitted by the letter of the Comptroller, and having given you the best opinion on them that I am capable of forming, I have nothing to add, except my regret at the length at which I have thought it my duty to examine the last question, from the previous proceedings which I understand to have taken place in the case.

I have the honor to be, sir,

Very respectfully,

Your obedient servant,

WM. WIRT.

OFFICE OF THE ATTO. GEN'L OF THE U. S.

April 26, 1819.

2d letter from Attorney General to the Secretary of the Treasury.

SIR: Your communication relative to Colonel Orr's case found me in Richmond; and, although very much occupied there, I should have taken time to answer it, but that I was desirous of seeing the order appointing Colonel Brearley to supply the failures and deficiencies of the contractor in the district placed under his command. I observe that the 5th article of the contract authorizes the commanding general, or person by him appointed *at each post or place*, to contract for such supplies. In the absence of all information as to the practical construction of this article in other cases, (for, as it is in the printed form, I suppose it is a standing article in the army contracts;) and in the absence, too, of any toprographical information, which might control the language of this article, I should construe it that the person to be appointed, by the commanding general, to supply the failures and deficiencies of the contractor, must be appointed *at each post or place:* for instance, to furnish such supplies at Fort Scott, a person must be appointed *at that place.* This is the natural import of the language of this article of the contract, and there seems to be a good reason, too, for giving it this construction, as the very difficulty on which I am consulted evinces. Had the person authorized to furnish the substituted supplies been stationed at Fort Scott, immediate notice would have been had of the arrival of the supplies furnished by the contractor, and the long subsequent contract made by Colonel Brearley, at the distance of 150 miles, on the imagination that the failure still subsisted, would not have taken place.

Besides the order of appointment to Colonel Brearley, I should be glad to be informed whether the rations, although offered by the contractor after the day were received when offered at Fort Scott, or whether those procured under Colonel Brearley's contract, were sent to that fort for the purpose of supplying the failure of the contractor.

As soon as I can receive this information, I will do myself the honor to hand you my opinion.

Yours, most respectfully,

WM. WIRT.

The Hon. WILLIAM H. CRAWFORD,
Treasury Department.

OFFICE OF THE ATTO. GEN'L OF THE U. S.
May 3d, 1819.

3d letter from Attorney General to Secretary Treasury.

SIR: On the question submitted by you in relation to Mr. Orr, I am of the opinion that the contractor is not liable for the 30,000 rations purchased by Colonel Brearley of J. S. Thomas, on the 15th of September, 1817.

1. Because, by the 5th article of the contract (on which, if on any part of the contract, the liability of the contractor must rest) the stipulation is, "that the commanding general, *or person appointed by him* AT EACH POST OR PLACE, in case of failure, &c., shall have power to supply, &c., at the risk and on the account of the said Benjamin G Orr, &c." by which I understand that the commanding general himself must make the contract of supply, or that it must be made by some person appointed by him at each post or place. The alleged failure took place at Fort Scott; and Colonel Brearley, I understand, was stationed at Fort Hawkins, one hundred and fifty miles from Fort Scott, the interval between the forts being the Indian country: had Colonel Brearley, therefore, (thus situated, and thus to remain situated, too, until after the time appointed for the delivery of the rations,) been instructed in the most express terms to supply the failures or deficiencies at Fort Scott, he would not, in my opinion, have fitted the description of the person authorized by the terms of the contract to supply such failures or deficiencies at the expense of the contractor, because he would not have been a person appointed by the commanding general at the post of Fort Scott. Nor is this a merely verbal interpretation of the contract: there is very good reason for the construction, and that reason is most strikingly illustrated by the very instance which has raised the question. Had Colonel Brearley been at Fort Scott, he would not have made the contract of the 15th September, because he would have known that the fort had been previously supplied. He made his contract in ignorance of this fact, and that ignorance arose from his being at the distance of 150 miles from the point to be supplied; or, in other words, from his not fitting the description of the person by whose contracts of substitution the contractor had agreed to be bound. But,

2. If the fact of his being stationed at another and a distant fort does not withdraw him from the description, there is another fact which does; which, is that he was not appointed by the commanding general to supply the contractor's failures or deficiencies at Fort Scott. General Gaines's letter of the 20th July to Colonel Brearley, (which is understood to be relied on as constituting such appointment,) cannot, I think, by any fairness of interpretation, be so construed. It seems to be directed to other objects: the subject of rations is introduced, merely incidentally, and towards the close of the letter, for the purpose of informing Col. Brearley of the accommodations which might be expected at Fort Scott on his arrival. If any reliance can be placed on A. D. Stewart, (who is unknown to me, but whose affidavit has been furnished by the contractor,) it is very clear that

Gen. Gaines did not himself understand his letter as giving Col. Brearley the authority which he exercised in making his contract of the 15th September; and, indeed, from the date of that letter (the 20th July,) compared with the latest date at which the 30,000 rations were to be furnished, (the 31st July, only eleven days,) and the distance, and consequently the time necessary for communication between the forts, it is scarcely conceivable that the letter was intended to convey any such authority. Besides, if Gen. Gaines intended to devolve on Col. Brearly so important a duty, would he have done it in terms so vague and ambiguous; and this, the more especially, when, in another part of the letter, he was on the very subject of instructing Col. Brearly what provisions he would be relied on to furnish, to wit, provisions for the troops on their march from Fort Hawkins to Fort Scott?

On my construction of the contract, the question of notice, and of the party who is bound to give it, mentioned in the remarks indorsed by you on the Comptroller's letter, can never arise. The officer who is substituted by the General, for the contractor, being at the post to be supplied, will, of course have notice when the contractor's supplies comes in, and consequently the giving notice at a distant post can never become necessary. Such a duty (that of giving notice) seems to be no where contemplated by the contract; for the very reason, I apprehend, that, according to a fair construction of the language of the contract, the necessity for such notice could not occur. But if Col. Brearley was appointed, and regularly appointed, to supply the contractor's failures or deficiencies, and notice were necessary to prevent any subsequent contract by the substitute, I should incline to the opinion that the reception of the contractor's supplies at Fort Scott, in the present instance, (though after the day of the requisition,) would absolve him from the consequences of any posterior contract by the General's appointee, and impose on the General the necessity of countermanding his order. Indeed, if the General had given an order to Col. Brearly to supply a failure which had actually occurred, nothing could discharge Col. Brearley from the performance of the duty enjoined by that order, short of a countermanding order from the General himself. A mere notice from the contractor (then under an actual default) without the sanction of the General, would have been disregarded by him; at least, I think it ought, under such circumstances, to be disregarded.

I will observe, finally, that it appears to have been the opinion of Gen. Gaines himself, at one time, that the requisition in question had been substantially complied with, or at least that no culpable negligence was attributable to the contractor in this particular instance. I refer to his letter of instructions to Lieutenant Scott of the 15th of August, 1817, and, more especially, to his letter to the Secretary of War of the 7th May, 1818, in which, speaking of this requisition, he says, "I am under the impression that the delay in the receipt of the requisition was owing to the failure of the mails, and not chargeable to the neglect of the contractor." It is admitted, that the provisions which arose from Col. Brearley's contract, were never sent to Fort Scott, but were consumed at Forts Hawkins and Mitchell. They did not, therefore, supply any failure or deficiency at Fort Scott: they seem not to have been, in fact, required; because there was no interval in which Fort Scott was without provisions. Nevertheless, as there was an absolute failure on the part of the contractor, to meet the requisition, in point of time, if Col. Brearley had been appointed, and regularly appointed, within the terms of

the contract to supply the failure, I should have been of opinion that the contractor was liable. My opinion that he is, in this instance, not so liable, rests on the grounds that, on the only evidence shown me, Col. Brearley was not appointed, at all, to supply this failure; and, if so appointed, that he was not regularly appointed, in regard to Fort Scott, within the terms of the 5th article, so as to bind the contractor.

I send, herewith, a letter which I received from the contractor, with its enclosures, on the subject referred to me. It reached me, at Richmond, at the same time with your communication on the subject.

I have the honor to be, sir,
Very respectfully,
Your obedient servant,
WM. WIRT.

The honorable W. H. CRAWFORD,
Treasury Department.

TREASURY DEPARTMENT,
29*th March*, 1819,

Letter from the Secretary of the Treasury to the Second Comptroller.

SIR: I have the honor to enclose the opinion of the Attorney General in the case of Benjamin G. Orr, esquire. The papers accompanying the reference, not being returned, are presumed to be with the Attorney General.

I remain respectfully,
Your most obedient servant,
WM. H. CRAWFORD.

RICHARD CUTTS, Esq.
Second Comproller.

Teste: WM. BRENT, *Clk.*

And whereas, afterwards, to wit, on the twelfth day of July, in the year of our Lord one thousand eight hundred and thirty-two, the said United States, by their attorney aforesaid, produced and filed in court here the United States' writ for the correcting of errors of and upon the judgment aforesaid, directed to the judges of the circuit court of the District of Columbia, in the county of Washington; and, in pursuance thereof, and according to the form and effect of the law in such case made and provided, a transcript of the record of proceedings of the judgment aforesaid, and all things thereunto relating, with the writ of error aforesaid, and a copy of the appeal bond hereto annexed, is hereby transmitted to the said Supreme Court accordingly.

In testimony whereof, I hereunto subscribe my name, and affix the seal of the said circuit court for the county aforesaid, at the city of Washington, this 26th day October, A. D, 1832.

[SEAL.]

WM. BRENT,
Clk Circuit Court Dis't Col'a, Co'ty of Wash'n.

Writ of error. UNITED STATES OF AMERICA.

The President of the United States to the judges of the circuit court of the United States for the District of Columbia, sitting for the county of Washington, greeting:

Because, in the record and proceedings, as also in the rendition of a judgment of a plea which is in the said court, before you or some of you, between the United States of America, plaintiffs, and Walter Jones, administrator de

bonis non of Benjamin G. Orr, defendant, a manifest error hath happened to the great damage of the said United States, as by their complaint appears; we being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ; so that you have the same at Washington on the second Monday of January next, in the said Supreme Court, to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, which of right, and according to the laws and the custom of the United States, should be done.

Witness, the honorable John Marshall, Chief Justice of the said Supreme Court.

Issued this 12th day of July, 1832.

[SEAL] W. BRENT,
Clk C't C't Dis't Clo'a, Co'ty of Wash'n.

UNITED STATES OF AMERICA:

Citation. DISTRICT OF COLUMBIA, } ss.
Washington County, }

To Walter Jones, administrator de bonis non of Benjamin G. Orr, deceased, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court *Court* of the United States, to be holden at Washington, on the second Monday of January next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the District of Columbia, in the county of Washington, wherein the United States of America are plaintiffs in error, and you are defendant in error, to show cause, if any there be, why judgment rendered against the said United States, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the honorable William Cranch, chief judge of the circuit court for the District of Columbia, this 12th day of July, 1832.

Service acknowledged by Mr. Jones, the defendant.

Copy of appeal bond. Know all men by these presents, that we, are held and firmly bound unto Walter Jones, administrator de bonis non of Benjamin G. Orr, in the full and just sum of two hundred dollars current money, to be paid to the said Walter Jones, administrator as aforesaid, his certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this day of , in the year of our Lord one thousand eight hundred and thirty.

Whereas, lately, at a circuit court of the United States for the District of Columbia, for the county of Washington, wherein the United States of America were plaintiffs, and the said Walter Jones, administrator as afore-

said, was defendant, judgment was rendered against the said United States, and they having obtained a writ of error, and filed a copy thereof in the clerk's office of the said circuit court, to reverse the judgment in the aforesaid suit; and a citation directed to the said defendants, citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington, on the Monday of next:

Now, the condition of the above obligation is such, that, if the said United States shall prosecute their writ to effect, and answer all damages and costs if they fail to make their plea good, then the above obligation to be void; else, to remain in full force and virtue.

Signed, sealed, and delivered, in the presence of

[SEAL.]
[SEAL.]